

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE HARTFORD BOARD OF EDUCATION  
AND  
THE HARTFORD FEDERATION OF SUBSTITUTE TEACHERS  
JULY 1, 2004-JUNE 30, 2008

STATEBOARDOFTRUSTEES  
FOR THE HARTFORD PUBLIC SCHOOLS  
AND  
THE HARTFORD FEDERATION OF SUBSTITUTE TEACHERS  
SIDE LETTER

This side letter regards the eligibility of the following bargaining unit members for insurance during for the 2002-2003 and 2003-2004 school years:

Miriam Freeman  
Patricia Gore  
Anthony Pincher

Notwithstanding the language in Article IX Fringe Benefits, effective July 1, 2002: the Board will provide 95% of the cost of individual coverage to the above named bargaining unit members covered by the Agreement if the unit member has worked ninety (90) days during the previous school year and has requested said coverage. Coverage will be discontinued when and if the unit member has sufficient absences such that he/she shall not complete ninety (90) days of work in a single school year, except if the substitute is prevented from meeting the ninety (90) days requirements due to an approved military leave or jury duty. Further, if the substitute teacher demonstrates to the satisfaction of the Administration that he or she is unable to meet the requirement of working ninety (90) days due to a serious medical condition, the Administration may permit coverage to continue, at its discretion. The Administration's decision shall not be subject to the grievance procedure. All unit members will be subject to carrier regulations. If requested, spouse and dependent coverage will be available, but the unit member will pay the cost of the same.

THE HARTFORD BOARD OF EDUCATION  
AND  
THE HARTFORD FEDERATION OF SUBSTITUTE TEACHERS  
SIDE LETTER

This side letter is necessary to interpret the language in Article VII. A. Opportunities and Assignments, which reads in relevant part:

- A. The Board shall follow current practice and, to the extent technologically practical, shall fill per diem substitute teaching assignments on a priority basis according to the following classifications of substitute teachers:
1. Certified in subject area, (union)
  2. Certified in subject area, (non-union)
  3. A Substitute with a minimum of at least 12 credits in subject area, (union)

4. Certified in other subject area, (union)
5. Certified in other subject area, (non-union)
6. Bachelor's Degree, (union)
7. A Substitute with a minimum of at least 12 credits in subject area, (non-union)
8. Bachelor's Degree, (non-union)
9. Less than bachelors' degree

With respect to the above language, the parties acknowledge that the current computer system does not differentiate between #8 Bachelor's Degree (non-union) and #9 bachelors' degree. Additionally, the current practice referenced above includes the Administration's deviation from the priority listing for reasonable cause. For example, if an employee has been disciplined, he/she may not be eligible to teach in specific locations despite his/her classification. Further, the Parties understand that the above list applies only where the automated system offers the substitute the per diem position, and it is accepted through that system. The foregoing is not an exhaustive list of the reasons that constitute reasonable cause under the current practice.

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 Substitute Teachers, Local No. 1018-E, CFEPE, AFT, AFL-CIO-(hereinafter referred to as the "Union").

#### ARTICLE I

The Board recognizes the Union as the sole exclusive bargaining representative for all persons serving as substitute teachers with respect to salary schedules, working conditions, personnel policies and other conditions relative to employment.

Effective upon signing of this contract substitute teachers who work sixty (60) or more days in the same school year shall be considered, members of the bargaining unit immediately following the sixtieth day of employment.

Effective July 1, 2005, a substitute teacher must work sixty (60) or more days in the same school year to be considered a member of the bargaining unit.

Any bargaining unit member, who fails to work at least sixty (60) days in a school year, without receiving approval for an unpaid leave of absence, shall no longer be considered a bargaining unit member.

#### ARTICLE II SCOPE OF AGREEMENT

- A. This contract contains the full and complete agreement between the Board and the Union for the 2004-2008 contract period, and neither party shall be required during the duration of the contract to negotiate upon any issue, whether it is covered or not covered in this Agreement, except as mutually agreed upon by both parties.

- B. All rights, powers, authority and prerogatives of the Board shall continue to remain exclusively vested in Board, unless specifically limited by the express provisions of this contract.

ARTICLE III  
FAIR PRACTICES

- A. The Board agrees to continue its policy of not discriminating against any member of the bargaining unit on the basis of race, creed, color, national origin, age, sex, sexual orientation or marital status or membership or participation in, or association with, the activities of any organization.
- B. The Federation agrees, in accordance with its constitution, to continue to admit persons to membership without discrimination on the basis of race, creed, color, national origin, age sex, sexual orientation, marital status, and to represent equally all members of the bargaining unit.
- C. 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 PROCEDURES

- A. Definition: 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)
- B. Procedures:
  - 1. Level One: Within ten (10) days of the date upon which the alleged grievance occurred or within ten (10) days of employee's notification of an incident, the grievant (that is, the employee) 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 ten (10) days, the employee shall thereafter submit it in writing within five (5) days to the Labor Relations Manager 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 Labor Relations Manager 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.
- C. 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 Labor Relations Manager or his/her representative, 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 Labor Relations Manager.

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.

2. The Union shall have the right to take to arbitration any Grievance arising out of interpretation of this Agreement if the decision of the Labor Relations Manager is unsatisfactory, except for grievances arising out of the-interpretation of Article VII, Opportunities and Assignments. Grievances arising out of the interpretations of Article VII shall be submitted to a cabinet level administrator other than an administrator from the Personnel and Labor Relations Department for a final decision.
3. 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.

D. General Provisions:

1. Any grievance, as defined in A. above, not presented for disposition through the grievance procedures described under B above within the time limits indicated shall not thereafter be considered a grievance under this Agreement. Failure at any step of this procedure to appeal a decision within the specified time limits shall be considered as a withdrawal of the grievance. The time limits specified at any step may be extended in any particular instance by agreement between the Labor Relations Manager or his/her designee and the Union.
2. No employee may file for arbitration except with the approval and participation of the Federation.
3. The Union shall have the right to be present at the request of the employee, at all grievance conferences and/or hearings from the time the grievance is presented in written form. 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 substitute teacher or substitute teachers, 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 Labor Relations Manager.
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 Federation 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 Labor Relations Manager or his/her designee. The decision of the Labor Relations Manager or his/her designee shall be final.

E. No work stoppage:

The Federation 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 Federation, 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  
WORKING CONDITIONS

- A. All bargaining unit members shall be scheduled for a duty-free lunch period, equal in length to that set for their respective students, except for an emergency situation or when compelling reasons require interruption of such lunch period. The Administration shall make a reasonable attempt to first utilize non-bargaining unit members for any assignment during the lunch period.

Any bargaining unit member who is assigned a duty during any portion of their scheduled lunch period shall be granted a stipend of \$10.00 per occurrence.

B. Leaves of Absence:

A member of the bargaining unit may request an unpaid, long-term leave of absence. Such leave of absence may be granted with the discretion of the Superintendent or his/her designee. Normally, such leave shall begin at the start or the midpoint of the school year and shall end either one-half or one full year later, except for unusual circumstance. Where possible, applications for such leave shall be made to the Superintendent or his/her designee in writing at least thirty (30) days prior to its commencement.

- C. Bargaining unit members shall be provided with access to all necessary materials, equipment, texts, etc. to which regular classroom teachers are entitled.

D. Personnel Files

1. 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.

2. Right to Review File.

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

3. 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.

4. 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.

5. Rights Regarding Complaints

Bargaining unit members must be apprised by the Human Resources Office of any complaints against them, which are received, by that office. The employees can submit any appropriate rebuttal in writing. After three years, if there have been no related

- complaints, the Board recognizes the decreased relevancy of the written complaint.
- E. Effective: July 1, 1998, bargaining unit members who have worked more than ninety (90) days in the previous school year shall be reimbursed for tuition expenses for up to six (6) college credits per school year, provided that these credits lead to degree, certification or mastery in an assignment related subject area, and that prior approval has been secured from the Personnel Department.
- F. Certified substitute teachers will be given every consideration When applying for vacancies within the district.

## ARTICLE VI UNION RIGHTS

- A. The Board agrees that, upon submission of a dues check-off card for payroll deductions of his/her Union membership dues, the proper deductions will be made each month from the employee's salary and forwarded to the Union monthly. Upon the payment thereof to the Union, the Board shall be held free and harmless from any liability in handling such Union dues and may request a release from the Union.
- B. All members of the bargaining unit shall, as a condition of continued employment, join the exclusive bargaining representatives, and pay an annual service fee, not greater than the amount of dues uniformly required of members of the exclusive bargaining representatives' organization, except as modified in this Article.

The Board shall deduct the percentage amount certified by the Union as the annual dues or annual service fee from the pay of each employee in equal monthly installments. All such deductions shall be remitted to the Union by the fifteenth (15th) day of the month for which the deductions are made.

Payment for employees shall commence within thirty memberships in the bargaining unit (30) days following their membership in the bargaining unit.

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 be by reason of, actions taken against the Board as a result of administration of the provisions of this section.

- C. At least one bulletin board shall be reserved at an accessible Place in each school for the cooperative use of the Union in conjunction with the other Federation chapters for the posting of Union notices or announcements.
- D. Whenever members of the bargaining unit are scheduled by both parties to participate in grievance hearings or other meetings, they shall be allowed to attend such hearings or meetings and, if working on that day, shall suffer no loss in pay.
- E. The Union may, with prior approval, have access to the schools for the purpose of meetings in each school before or after school. The Union must request and receive permission from the appropriate administrator. Permission in either instance shall not be unreasonably withheld. The Union must adhere to policies of school.
- F. When a substitute teacher becomes eligible for inclusion in the bargaining unit, he/she shall be provided a copy of this Agreement upon request. Requests may be submitted in writing or in person to either the Labor Relations Group of the Human Resources Department or the Union. The Union shall be provided adequate copies of the Agreement within an agreed upon time limit after the signing of this Agreement. The cost of reproducing the Agreement shall be borne equally by the parties.
- G. There shall be made available to the Union, upon its request, information, statistics and records which may be relevant or necessary for the proper enforcement and implementation of the terms of this Agreement, to the extent to which such materials are readily available or is reasonably obtainable. Records of substitute teachers other than those involved in the particular action shall

not be available without the approval of the individual. The furnishing of such data, records, etc., shall be in conformity with both State and Federal regulations.

## ARTICLE VII OPPORTUNITIES AND ASSIGNMENTS

### A. Selection Procedures:

The Board shall follow current practice and, to the extent technologically practical, shall fill per diem substitute teaching assignments on a priority basis according to the following classifications of substitute teachers:

1. Certified in subject area, (union)
2. Certified in subject area, (non-union)
3. A Substitute with a minimum of at least 12 credits in subject area, (union)
4. Certified in other subject area, (union)
5. Certified in other subject area, (non-union)
6. Bachelor's Degree, (union)
7. "A Substitute with a minimum of at least 12 credits in subject area, (non-union)
8. Bachelor's Degree, (non-union)
9. Less than bachelors degree

- B. A substitute is expected to be available everyday. Availability is defined as three out of five days on the average and one location refusal out of five on the average. The Union will encourage the members to be available during periods of the greatest needs. The Board and the Union will continue to work together to develop a professional substitute teacher corps. If the substitute is not available on a regular basis the Board shall issue a warning prior to any future action. Upon review, the administration reserves the right to remove from the list substitutes who are not available. Once a substitute is removed, any paid health insurance will also cease. Removals are subject to terms and provisions of the grievance procedure, including arbitration before the American Arbitration Association.

## ARTICLE VIII SALARIES

- A. Employees shall be paid in accordance with the salary schedule as set forth in Appendix A. Appendix A is annexed hereto and is hereby made a part of this Agreement.

## ARTICLE IX FRINGE BENEFITS

### A. Health Insurance:

Bargaining unit members who are eligible (or become eligible) for insurance coverage under the insurance carrier's terms and conditions shall have access to the benefits listed below at the teacher's group rate. The employee shall pay the cost of this insurance except as follows:

Notwithstanding the above, the Board will provide 94% of the cost of individual coverage to any substitute teacher covered by this Agreement if the unit member has worked one hundred fifteen (115) days during the school year and has requested said coverage. The coverage will begin after the unit member works one hundred fifteen (115) days in a single school year. If a unit member completes one hundred fifteen (115) days in a single school year, that coverage will continue through the summer and into the following school year. Coverage will be discontinued when and if the unit member has sufficient absences such that he/she shall not complete one hundred fifteen (115) days due to a serious medical condition, the Administration may permit coverage to continue, at its discretion. The Administration's decision shall not be subject to the grievance procedure. All unit members will be

subject to carrier regulations. If requested, spouse and dependent coverage will be available, but the unit member will pay the cost of the same.

A substitute teacher who has been assigned as temporary teacher under the teachers' contract shall not lose coverage when he/she returns to the substitute's contract.

The following health insurance coverage shall be offered during the life of this Agreement, subject to the procedures set forth below.

1. The Hartford Board of Education Split Funded, Modified Century Preferred Blue Cross/Blue Shield Health Plan For Substitute Teachers/Certified Teachers.
2. The self-insured BlueCare Prescription Drug program; unlimited benefits; no co-pay mail order generic or brand; \$5 co-pay retail pharmacy generic; \$15 co-pay aretail pharmacy brand name.
3. Blue cross Full-Service Dental Plan with over 19 dependent rider and riders A, B, C and D.
4. Substitution of Insurance Plan-The Board reserves the right to substitute alternate plans to the insurance coverage indicated in this section. However, any substitute plan will offer at least the same level of benefits. The Board will give the Union a copy of any proposed substitute plan and will meet with the Union prior to implementing the substitute plan.
5. The HFST 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.

If the plan is self-insured, the plan shall still conform to the state benefit mandates promulgated by the Connecticut legislature. If there is a claim dispute, if the State Department of Insurance agrees to accept jurisdiction, the parties agree to allow such jurisdiction to resolve the claim. If the State Department of Insurance refuses to accept jurisdiction, the parties may reach mutual agreement about another body, entity or forum where the dispute may be heard.

- B. Earned Days (Working Incentive Bonus):  
Effective July 1, 2002, (school year 2002-2003), bargaining unit members will be eligible to earn bonuses as follows:

Days Worked	Bonus Pay (in days)
100 days	2 days pay
125 days	8 days pay
150 days	10 days pay
175 days	14 days pay

Payment of earned days (working incentive bonus) shall not be Unreasonably withheld.

#### ARTICLE X SAVINGS CLAUSE

In the event that any provision or portion of this Agreement is ultimately ruled inoperative, void or 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. Any substitute action shall be subject to negotiation with the Union.

#### ARTICLE XI PRESERVATION OF RIGHTS



Nothing in this Agreement shall be construed as abridging any rights, benefits or privilege that either party has enjoyed heretofore, unless it is specifically stated that said practice has been superseded by a provision of this Agreement.

ARTICLE XII  
EFFECTIVE DATES

This Agreement shall be in full force effective upon signing and shall remain in full force and effective until the Thirtieth day of June 2008 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.

ARTICLE XIII  
PROFESSIONAL DEVELOPMENT

The Board will annually schedule at least two professional development days, with input from the Federation, and may schedule up to two additional days during the work year. All bargaining unit members will be expected to attend these sessions. Substitutes shall be paid for such days at the rate applicable to them on the date that the professional development date is held.

ARTICLE XIV  
DISCIPLINE

The parties agree that discipline shall be applied in a fair manner and shall not be inconsistent with the infractions for which the disciplinary action is being applied.

No employee shall be disciplined except for just cause. All disciplinary actions must be communicated in writing to the employee with a clear statement of the reasons for the disciplinary action. Simultaneous notification shall go to the staff representative of the Hartford Federation of Substitute Teachers.

ARTICLE XV  
WORKERS' COMPENSATION

Workers' Compensation shall be paid in accordance with law. This Article shall not be subject to the grievance procedure.

APPENDIX A  
SALARY SCHEDULE

	2004-2005	2005-2006	2006-2007	2007-2008
Less than BA:	84.23	84.23	89.28	91.07
BA:	92.39	92.39	97.93	99.89
Certified:	97.49	97.49	103.34	105.41

The hourly rate for bargaining unit members shall be determined by dividing the daily rate by 6.75 hours except that substitutes paid at the teacher rate of Bachelor's step 1 are paid at the extra pay extra duty rate for teachers.

- A. Long-term substitute: Once a substitute has completed thirty-five (35) consecutive days in the same position, he/she shall be paid at the per diem teacher rate at Bachelor's step 1. If the substitute returns to the same position the first day of the next school year, his/her salary will

- continue on the per diem teacher's rate.
- B. Long term substitute shall be covered by the teacher's health insurance until the end of the school year, in which they serve in that capacity, subject to the provisions of Article IX. A.
  - C. When a substitute teacher is assigned to a position, which he/she will hold for 30 school days, or more, that substitute shall be compensated at a rate of \$ 10.00 for each extra class beyond the absent teacher's class schedule.