

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**HARTFORD BOARD OF EDUCATION**

**AND**

**THE HARTFORD FEDERATION OF SCHOOL  
HEALTH PROFESSIONALS  
LOCAL 1018A/B, AFT, AFL - CIO**

**July 1, 2012 – June 30, 2015**

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**AGREEMENT  
BETWEEN THE  
HARTFORD BOARD OF EDUCATION  
AND THE  
HARTFORD FEDERATION OF SCHOOL HEALTH PROFESSIONALS**

**THIS AGREEMENT IS MADE AND ENTERED INTO** by and between the Hartford Board of Education (hereinafter referred to as the "Board") and the Hartford Federation of School Health Professionals (hereinafter referred to as the "Union").

**WHEREAS**, Section 7-468 and 7-569, Connecticut General Statutes, recognizes the procedure of collective bargaining as a peaceful, fair and orderly way of conducting relations between municipal employees and their employer; and

**WHEREAS**, the registered nurses and registered dental hygienists, occupational and physical therapists, dentists, nurse practitioners, and certified occupational therapist assistants employed by the Hartford School System selected as their sole representative the Union, resulting in the Union becoming exclusive bargaining representative for all registered nurses, registered dental hygienists, occupational therapists and physical therapists and certified occupational therapist assistants in the unit; and

**WHEREAS**, the Board and its designated representative have met with representatives of the Union and have fully considered and discussed amongst themselves salary schedules, working conditions, personnel policies, and other conditions relative to employment, it is agreed as follows:

**ARTICLE I  
RECOGNITION**

The Board recognizes the Union as the exclusive bargaining representative of all those employees in the positions designated "registered nurse", "registered dental hygienist", "occupational therapist", "nurse practitioner", "dentist", "physical therapist" and "certified occupational therapist assistants" for the purpose of negotiating with respect to salary schedules and conditions relative to employment.

It is recognized that the members of the Union are members of a profession and with interests of professionals in their work. This further recognizes that they may make contributions toward the administration of the school system.

**ARTICLE II  
BOARD PREROGATIVES**

Except as otherwise abridged or modified by any provisions of this Agreement, the Board has and will continue to retain, 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. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement.

No action taken by the Board with respect to such rights, responsibilities and prerogatives, other than as there are specified provisions herein elsewhere contained, shall be subject to the grievance provisions of this Agreement.

**ARTICLE III  
NEGOTIATION**

A. Negotiation over Successor Agreement and Budget

1. This Agreement shall be in full force and effect from July 1, 2012, until and including the 30th day of June 2015. The parties herein agree to meet for the purpose of such negotiation within the time limits specified in the Municipal Employees Relations Act.
2. During negotiation, 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 counter proposals. 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. Negotiations over Matters Not Covered By Terms of the Agreement

1. This Agreement may be amended, or modified by the mutual agreement of the parties, although it is recognized that neither party has any obligation to negotiate such amendment or modification during the life hereof.
2. The Board shall not adopt a change in policy affecting fringe benefits, working conditions, or matters relative thereto not covered by the terms of the Agreement, unless such change in policy is submitted, in writing, to the Union and approved by the Union in writing.

**ARTICLE IV**  
**SALARY**

A. Wages

1. The salary schedule for 2012-2013 shall be increased by 4% as described in Appendix A.
2. The salary schedule for 2013-2014 shall be increased by 2.5% as described in Appendix A.
3. The salary schedule for 2014-2015 shall be increased by 2.5% as described in Appendix A.

B. Increments

1. Salary increments shall be given for satisfactory service. Increments shall be granted as set forth in this agreement. Upon expiration of this agreement, employees shall not be granted increments, unless and until a successor agreement so provides. Eligibility shall be defined for new hires as on pay status effective the first work day of the new calendar year, for contractual step movement effective July 1. For other members or for step movement occurring not on July 1, the member must be on pay status for at least 94 days in the twelve months prior to the implementation of the contractual step movement. Further, to be eligible for step movement, the member must have performed at a satisfactory or better level.
2. There shall be no step movement for 2012-2013 or 2013-2014. There shall be step movement for eligible members with satisfactory service, effective January 1, 2015.

C. Upgrading

A bargaining unit member who has completed the course credit requirements necessary for a degree shall request an upgrading from the administrator in charge of upgrading for non-certified employees, in writing, at least one month prior to the date when the new schedule is to go into effect. Bargaining unit members may be upgraded in April or September whichever falls closer to the date when the course or degree requirements are completed and official transcripts have been submitted. Degree compensation shall be paid in accordance with Appendix B.

D. Longevity

1. Employees' longevity, with the exception of Nurse Practitioners who will not receive longevity, shall be earned on the employee's anniversary in recognition of his/her length of service. Longevity shall only be issued to bargaining unit members receiving a satisfactory or better evaluation, and is to be computed as set forth in Appendix C which is annexed hereto and hereby made a part of hereof. The district's standard form shall be the evaluation instrument. Said payment will be made annually in one lump sum, on or before July 1. Pro rata longevity payments will be made to an employee in the event said employee terminates his or her service with the

Board. For purposes of said longevity payments, employees on sick leave shall be included under said longevity payment schedule. The Board will do all within its power to facilitate the payment of longevity within a reasonable period of time.

2. Deceased Employees. In the event of the employee's death, unless he/she otherwise provided by will or designation, his/her estate shall receive his/her one-time payment of whatever prorated longevity benefit said employee had accumulated at the time of his/her death. The Board will do all within its power to facilitate the payment of longevity within a reasonable period of time.
- E. Initial salary placement shall be at the discretion of the Superintendent or his/her designee. In determining the initial placement on the salary scale, credit may be granted for similar experience in other communities and the employee will be placed on the appropriate step of the salary schedule. No new employee shall be placed on the top step unless the employee has relevant work experience.
  - F. Bargaining unit members shall be paid on a bi-weekly basis, on a twenty-six pay plan. Any member paid on the 22 pay plan as of July 1, 2008 shall be permitted to continue on such pay plan. The Board may require direct deposit and provision of electronic notification of pay at its discretion.

The salary for summer school nurses shall be pro-rated per diem based on the salary schedule.

G. Probationary Period

Employees new to the bargaining unit shall be considered probationary during their first one hundred twenty (120) actual working days (excluding any authorized or unauthorized leave). During the probationary period, the employee may be discharged at will, and in such event, the employee shall not have recourse to the grievance procedure. Furthermore, new employees will not attain seniority rights during the probationary period. However, upon completion of any employee's probationary period, his/her seniority shall date back to the date of his/her original employment.

**ARTICLE V  
FRINGE BENEFITS**

A. Health Insurance

Health Insurance – The following coverage shall apply to members of the bargaining unit with a premium cost share based on the fully insured premium equivalent rates of eighty-eight percent by the Board (88%) and twelve percent by the employee (12%), effective July 1, 2013, and, eighty-seven percent (87%) by the Board and thirteen percent (13%) by the employee, effective July 1, 2014:

1. A preferred provider plan with the same benefits as those in effect on July 1, 2007, except as otherwise agreed or except as noted below or if such plan is altered pursuant to the provisions of this agreement.

Effective July 1, 2012, the Parties agree to the following changes in the benefits provided:

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

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

Effective July 1, 2013, the Board shall be able to implement the following:

- Mandatory generic drug substitution consistent with the State of Connecticut Benefit Design
- State of Connecticut Maintenance Drug Network (if available)

Effective July 1, 2008, the Parties agree to the following changes in the benefits provided:

Office Visit Co-Payment:	\$20
In-patient Co-Payment:	\$150
Emergency Room Co-Payment:	\$100

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.

2. The Federation 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. The Board may change its pharmacy benefits manager in its sole discretion. 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.
3. Anthem Blue Cross Blue Shield Full Service Dental Plan fully paid for the employee and the employee's enrolled dependents. Employees and their

enrolled dependents will also be provided with riders A, B, C, D, and E (DCR up to age 25) at no cost.

4. Coverage will be provided for handicapped or disabled dependent children who are 25 years of age or older. The employee and their dependents must meet Anthem Blue Cross Blue Shield's periodic medical certification requirements in order to qualify for the medical coverage continuation.
5. If the employee or the employee's dependents 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 Congressional Omnibus Budget Reconciliation Act (Cobra).
6. A Long-Term Disability policy will be made available to bargaining unit members at group rates.
7. Each employee shall receive an amount of group life insurance equal to approximately one and one-half (1.5) times his/her salary.
8. The City will make available to unit members a Supplemental Universal Life Insurance program. Such program will be voluntary, provide discounted rates and will be paid by each unit member through payroll deductions. The program will offer portability and guaranteed rates at the time of separation from the Board of Education.
9. Upon retirement, bargaining unit members shall be able to maintain health insurance coverage in the plan offered to bargaining unit members at the group rate. The cost will be fully paid by the employee.

B. Sick Days

1. All full-time employees under regular appointment shall be entitled to up to twenty (20) days per year for personal illness accumulated at the rate of two (2) days per month. Unused sick days may be accumulated to a maximum of one hundred and seventy-five (175) days.
2. 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 12-month employees and fifty (50) days for 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 on the date of retirement or the first payroll date thereafter unless he/she has notified the administration sixty (60) days prior to his/her retirement of his/her intention to retire. An employee who fails to comply with the above said notice requirements will receive severance pay within sixty (60) days of retirement.



The notice requirement shall not be applicable to employees who die or become physically disabled in such a way as to force their retirement.

3. In the event of the employee's death, unless the employee has otherwise provided by will or designation, his/her estate will receive, on the basis of his/her current wages, full compensation for any of the employee's unused accumulation of sick leave.
4. 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.
5. All members of the bargaining unit shall become participants in the sick leave bank effective July 1, 1990 by contributing three (3) days from his/her accumulated sick leave. The Board will contribute one (1) day for each employee. If, at any time, the total number of days in the bank drops below fifty (50), the unit members will again deposit into the bank three (3) days each and the Board will deposit one (1) day per unit member.

Upon exhaustion of accumulated sick leave any bargaining unit member covered by this Agreement may apply to the Sick Leave Bank Committee as hereinafter provided for a withdrawal of days.

A Sick Leave Bank Committee consisting of two (2) members appointed by the Superintendent and two (2) members appointed by the President of the Union will be established. The Sick Leave Bank Committee will review all applicants desiring to withdraw days from the bank. The decision of the committee shall be final and not subject to the grievance provisions of this contract.

The Sick Leave Bank Committee shall be required to approve proposed procedures and rules for the utilization of the Sick Leave Bank. In the event the committee cannot agree on the rules of procedure, then separate proposals shall be submitted to the Board of Education who shall determine what the rules of procedure for the Sick Leave Bank shall be.

6. Workers's Compensation benefits shall be paid in accordance with the law.

C. Alternative Health Insurance Plans

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

1. The plan suggested as an alternate must contain substantially equal coverage, benefits, portability and administration as the present plan(s) at no additional cost to the employee.
  2. The Union shall have an opportunity to study the proposed plan for a period of sixty (60) working days.
  3. If at the end of the aforementioned sixty (60) working days there is disagreement between the parties on whether or not the plan offers substantially equal coverage, benefits, portability and administration, then the issue will be sent to a mutually selected arbitrator. If the parties are unable to agree on an arbitrator, the American Arbitration Association shall be requested to appoint an arbitrator with expertise in the health insurance field in accordance with its rules and regulations. The decision of the arbitrator as to whether the proposed plan is substantially equal to the then current plan shall be binding on the parties.
  4. The Board may propose an alternate health insurance plan only one (1) time during the life of the contract.
- D. The Board will allocate \$1,000 for the purpose of reimbursing bargaining unit 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. At the end of each year, an appraisal will be made and if the total claim in any year exceeds \$1,000, the Board will reserve to itself the right to make a decision to adjust the allocation.
- E. Personal Leave Days
1. Employees shall be permitted absences without loss of pay and without deduction from sick leave accumulations, up to a total of not more than five (5) 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 arrangements after his/her return from leave to file the Confidential Leave Request Form upon the date of return, or in no case shall the form be submitted later than the close of work the following day. 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 or marriage, or member of his/her immediate household (not to exceed five days in any school year);
  - b. Holy days (not to exceed three days in any school year);
  - c. Quarantine;
  - d. Absence of husband for birth of child to wife (not to exceed two days in any school year);
- 2.a. Temporary absence for personal reasons is limited to situations not under the control of the applicant, which make such absence from service necessary. The appropriate supervisor or principal must give prior approval. Such approval shall not be unreasonably withheld.
- b. The employee's appropriate supervisor or principal shall notify employees in writing when their personal day requests are approved or not approved.

**ARTICLE VI  
GRIEVANCE PROCEDURE**

A. Definition

A grievance shall mean a complaint by an employee that he/she has been subjected to arbitrary, capricious or discriminatory practice or that his/her rights have been violated under this Agreement or under the implementation of Board Policy based on the application or interpretation of administrative regulation or the directive of the administration, contained in the Policy and Administrative Manual. As used in this Article, the term "employee" shall mean either (1) an individual employee or (2) a group of employees having the same grievance, or (3) the Union.

Section 2 - Procedures

Adjustment of all grievances shall be sought in accordance with the following three-step procedure:

Step 1: A bargaining unit member must submit his/her grievance in writing and such grievance must be received by the immediate supervisor within five (5) workdays of the date when the events giving rise to the grievance occurred. Such submission shall be made to the immediate supervisor for a satisfactory

adjustment. The written grievance must indicate the specific nature of the grievance and the contract provision(s) alleged to be violated. Such immediate supervisor may request a meeting with the employee prior to making his/her decision, but in any event must render his/her decision within five (5) workdays of the submission. The employee may be accompanied by a Federation representative if he/she so desires at any such meeting.

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

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

Step 2: If no satisfactory settlement is reached, the grievance may be pursued by the bargaining unit member to the Chief Labor and Legal Officer by providing the Labor Relations Manager with a copy of such grievance and, requesting a meeting in writing, within ten (10) workdays of the decision of the Supervisor. The Chief Labor and Legal Officer or his/her designee will schedule a meeting with the Grievant to attempt to resolve the issues related to the grievance within twenty (20) workdays following the bargaining unit member's filing the grievance with the Labor Relations Manager. The Chief Labor and Legal Officer shall have ten (10) workdays after holding the meeting to issue a written decision. A copy of the decision shall be provided to both the Grievant, if a Grievant was present at the meeting, and the Federation.

Step 3: In the event that the grievance is not settled at Step 1 or Step 2, then the Federation may seek arbitration of the grievance before the American Arbitration Association. The Federation's request for arbitration shall be in writing and must be filed with the American Arbitration Association with a copy to the Chief Labor and Legal Officer within ten (10) workdays after the receipt of the Chief Labor and Legal Officer's (or his/her designee's) decision at Step 2 or not later than ten (10) workdays following the expiration of the time limits for making such a decision, whichever shall occur first. The decision of the AAA arbitrator shall be final and binding upon both parties, provided it is in accordance with the law. The arbitrator shall have no power to add to, delete from, or modify in any way the provisions of this Agreement.

The provision(s) of the Agreement which are involved in the matter must be identified in the submission.

### Section 3 - General

1. The parties shall share equally in the general cost of the arbitration, including the arbitrator's fee, but shall be responsible for bearing their own respective costs associated with the arbitration process. If a postponement is necessary for one

- party, that party must pay the postponement fee. If the parties mutually agree to a postponement, they shall share equally the costs of any such fee.
2. If a grievance is not processed in accordance with the time or procedural requirements, it shall be deemed withdrawn.
  3. In the event that the Board's representative does not provide the Federation with a timely response to the grievance following the meeting of the parties or if the meeting is not scheduled within the timelines described above, the bargaining unit member or, if appropriate, the Federation, may proceed with the next step of the grievance procedure provided that the Federation or the bargaining unit member, if appropriate, does so within the specific time limits set forth above.
  4. Any grievance, as defined in Section 1 above, not presented for disposition through the grievance procedure described under Section 2 above within five (5) workdays of the time when either the Grievant or the Federation knew or reasonably should have known of the conditions giving rise thereto, shall not thereafter be considered a grievance under this Agreement. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered or an acceptance of a denial, if no decision was rendered, and such decision/denial shall thereafter be binding upon the aggrieved and the Federation. The time limits specified at any step after Step 1 may be extended in any particular instance by agreement between the Chief Labor and Legal Officer and the Federation.
  5. Grievances arising from the action of an official other than the coordinator, supervisor, or principal shall be filed against that official.
  6. Only grievances arising out of interpretation of the specific provisions of this Agreement may be pursued to arbitration under to Step 3 of the procedure.
  7. No employee may file for arbitration or appeal to the Chief Labor and Legal Officer under this procedure except with the approval and participation of the Federation. No employee may file for arbitration as an individual, but only the Federation may file an appeal to arbitration hereunder.
  8. Meetings held under this procedure shall be conducted at a time and place, which will afford a fair and reasonable opportunity to attend for all persons proper to be present. Such meetings shall be scheduled to avoid interference with providing services to students. When such meetings are held during the work 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 defined as the grievant or grievant(s) and their appropriate Federation representatives. Qualified witnesses shall also be permitted to attend meetings, but only for the duration of such witness' testimony. If the Federation finds that the witnesses need to be present for the entirety of an arbitration hearing, and the Board has concerns about releasing the witnesses for that period, the Parties shall agree to hold the hearing outside of the working hours of the involved employees.
  9. The Federation will be notified, in advance, of the time and location of grievance meetings held by the Chief Labor and Legal Officer.

10. The Federation shall have the right to initiate a grievance or appeal from the disposition of a grievance of any bargaining unit member or group of members at any step of this procedure.
11. After the last day of school and prior to the beginning of the next school year, the work "day" shall mean weekdays excluding Board holidays, Saturdays, and Sundays.

## **ARTICLE VII SAVINGS CLAUSE**

- A. If any provision of this Agreement is, or shall be at any time, contrary to law, then such provision shall not be applicable, performed, or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiation between the parties.
- B. In the event that any provision of this Agreement is, or shall be at any time, contrary to law, all other provisions of this Agreement shall continue in effect.

## **ARTICLE VIII POLICY AND ADMINISTRATIVE MANUAL**

- A. The Board may, during the life of this contract, continue to make unilateral amendments, additions, subtractions, or modifications to Board policies, provided however, that no such amendment, additions, subtractions, and modifications shall override or effectively contradict any specific provisions of this Agreement.

## **ARTICLE IX DUTIES**

### A. Registered Nurses

It is understood between the Board and the Union that responsibilities of the registered nurses are those which would normally be included within the work duties of a registered nurse. Except in the case of a school or system emergency, no registered nurse will be required to assume responsibility of a classroom or the work of another bargaining unit.

### B. Registered Dental Hygienists

It is understood between the Board and the Union that responsibilities of the registered dental hygienists are those which would normally be encompassed within the work duties of a registered dental hygienist only. There will be no imposition of extra duties upon any one of the employees of this unit, such as administering first aid, monitoring classrooms or telephone duty, except in case of emergency such as a situation where because of the academic background of an employee included within this unit, that only he/she should treat said injured person, but in no event to perform any duties of any other bargaining unit. There will be no yard duty except in an emergency situation.

C. Occupational and Physical Therapists and Assistants

It is understood between the Board and the Union that the responsibilities of the occupational and physical therapists and assistants are those which are normally included within the work duties of occupational and physical therapists and assistants only. Except in the case of a system or school emergency, no member of that group will be required to assume the responsibility of a classroom or the work of another bargaining unit. There will be no yard duty except in an emergency situation.

D. Team Leader Positions

Team Leader positions may be established in the Medical Services (Occupational and Physical Therapy), Nursing Services (Immunization Site Team Leader and Nursing Team Leader), and Dental Services units annually based on the department's needs and the availability of funding. If said positions are to be filled the head of the Health Services Department will make the selection.

Before making a selection, the vacancy will be announced to the members of the Department. The written preferences of the members of the department will be considered before a selection is made. There may be rotation from time to time for staff development purposes.

This position shall not carry the responsibilities for evaluation and/or ability to recommend termination.

A five hundred-dollar (\$500.00) per year stipend will be paid for the performance of these duties.

## **ARTICLE X PROFESSIONAL IMPROVEMENT**

A.

1. Bargaining unit members who have completed one year of satisfactory service in the Hartford System of Schools and have successfully completed the semester course at an accredited university shall be eligible for tuition reimbursement of up to \$500 per credit, up to a maximum of six (6) credits per year each reimbursable year, summer through spring semester. Members must submit any course for reimbursement within three months of receipt of the final grade, or the claim for reimbursement shall be waived. For purposes of this Article, successful completion means, at a minimum, receipt of a B or pass for the completed course work.
2. Members of the bargaining unit may receive reimbursement for C. E. U.'s received in workshops or seminars directly related to their employment. Prior approval must be received in writing, from the administrator in charge of professional improvement. However, if C.E.U.'s are reimbursed, there will be a limit of \$3,000 per school year.

- B. The Board shall pay the reasonable expenses (including fees, meals, lodging and transportation) incurred by members of the bargaining unit who attend workshops, seminars, conferences, conventions or other professional improvement sessions (such as visiting days) at the request and/or with the advance approval of the supervisor and Superintendent for particular purposes of special benefit to the school system. A written report may be required of any employee attending such sessions. All employees will be given a reasonable opportunity to participate in such programs. Approval shall not be unduly withheld.
- C. A Professional Issues Committee shall be established. The composition of the committee shall reflect the composition of the bargaining unit. The President of the Union will appoint the four unit members on the committee. Topics of discussion shall include but not be limited to: in-service offerings, budget issues, equipment and facilities and substitute coverage, pupil load, new programs, etc.
- The Chief Labor and Legal Officer or designee, or the Superintendent of Schools or his designees, shall meet and confer with the Committee at least monthly at the request of the Union. The Union must provide a prepared agenda at least one week prior to the meeting. Each group reserves the right to meet with its respective administrator and to meet separately with the Administrator for Personnel and Labor Relations or designee.
- D. Whenever the Administrator in charge of bargaining unit members shall have brought to his/her attention seminars, workshops, conferences, conventions or other professional improvement sessions available to said employee, he/she shall make such opportunities known to all members of this bargaining unit whenever possible. All members shall be given a reasonable opportunity to participate in such programs. Approval shall not be unduly withheld.
- E. Members of this bargaining unit will be offered CPR certification. Training expenses, both initial and maintenance will be borne by the Board. Release time will be provided.

## **ARTICLE XI TRANSFER PROCEDURES**

- A. Vacancies shall be posted throughout the school system for a period of ten school days.
- B. Qualifications for all posted positions shall be limited to the following factors in order of priority:



- a. Registered dental hygienist, registered nurse, school nurse practitioner, occupational therapist, occupational therapist assistant, physical therapist or physical therapist assistant;
- b. Seniority;
- c. Prior experience;
- d. Professional improvement;
- e. Job Performance

The person selected for an occupational therapist, occupational therapist assistant, physical therapist or physical therapist assistant posted position must be both a registered nurse or registered dental hygienist and the most senior applicant unless the Board can demonstrate that the successful applicant is in fact (head and shoulders above) demonstrably superior to the more senior applicant with regard to factors c, d, and e above.

- C. Unless all applicants are not qualified as in B. above, the person selected to fill the vacancy will be from the group of applicants.
- D.
  - 1. Before an involuntary transfer is made the Board shall ask for volunteers who may wish to transfer to the new or vacant position.
  - 2. Failing a response by any volunteer, the Board may fill said positions through involuntary transfers.
- E.
  - 1. Where possible, involuntary transfers shall not be made without prior knowledge of and discussion with the employee concerned, at which time the employee shall be notified of the reason(s) for the transfer at least two (2) weeks prior to the effective transfer date.
  - 2. If prior notification is not possible, the affected employee may request a meeting to discuss the reasons for the transfer. Said meeting shall be scheduled within ten (10) working days of the employee's request, whenever possible, but in no event later than fifteen (15) working days.
- F. When an employee is required to transfer to a State or Federally funded position, his/her status as a regular Board employee shall not be jeopardized.

## **ARTICLE XII WORK DAY AND WORK YEAR**

- A. It is understood that the hours of employment for members of the bargaining unit shall be seven hours effective July 1, 2013 and shall be seven hours and ten minutes effective July 1, 2014. The work day shall be extended on days when faculty meetings or departmental meetings are held. Effective July 1, 2013, the

workday shall be 7 hours. Effective July 1, 2014, the work day shall be seven hours and ten minutes.

Notwithstanding any other Article in this contract, the Board reserves the right, on reasonable notice, to change the starting and ending times of the workday for members of the bargaining unit. If the Board lengthens the workday beyond the hours described below, it shall compensate the unit member as described in the impact formula. The Board reserves the right, with thirty days notice, to change the length of the work year for any member. Any days beyond the regular work year shall be paid on a per diem basis. If a member's work year is increased to over 225 days in a given work year (July 1 to June 30), the Union reserves its right to demand to bargain regarding vacation and/or holidays. Nothing herein shall be read to waive any arguments the Board may wish to assert.

#### **IMPACT FORMULA**

$$\frac{\text{Increase in minutes}}{\text{Current minutes}} \times \frac{\text{annual salary}}{\# \text{ of work days}} \times \# \text{ of days increased} = \text{pay inc.}$$

- B. Members of the bargaining unit may be required to attend faculty or departmental meetings. The member shall not be required to attend more than two (2) such meetings per month. Said meetings shall not extend beyond 4:00 p.m.
- C. The work year shall be 187 days for nurse practitioners. The work year shall be 184 days for all other bargaining unit members. The work year for members of the bargaining unit except nurse practitioners shall not begin more than two days prior to the opening of the school year for students (excepting new personnel who may be required to attend additional orientation sessions) and will terminate after 182 days of student attendance.
- D. All employees shall have at least a half-hour duty-free lunch period on each normal work day.

#### **ARTICLE XIII LAYOFFS AND RECALL**

- A. In the event that registered nurse positions, registered dental hygienist positions, physical therapist positions, occupational therapist positions, dentist positions, nurse practitioner positions and/or occupational therapist assistant positions must be eliminated from the school program; the determining criteria shall be seniority within the school system. Layoffs shall be effected on the basis of system-wide seniority within each group in the bargaining unit.
- B. Layoffs shall be affected on the basis of system-wide seniority among the following groups of employees within the affected unit, i.e. registered nurses or

registered dental hygienists, occupational therapists, physical therapists or assistants.

1. Full-time employees
- C. Where possible, employees will be transferred to avoid layoff.
  - D. Employees shall be given notice of layoff no later than two (2) weeks prior to the effective date thereof.
  - E. Laid-off roster employees with the most seniority shall be rehired first. Employees who are laid off shall remain on the layoff list for two calendar years.
  - F. No new employee will be hired to fill a position for which there remains a laid off qualified bargaining unit member.
  - G. Members of the bargaining unit on layoff shall be notified of openings by certified mail sent to their last known address and must respond to the Executive Director of Human Resources within ten (10) working days of the delivery date of the notification of that opening. Failure to respond as provided above will result in removal from the recall list. To ensure coverage under this provision, employees must keep the Board informed of all address changes. An employee laid off from a full-time position when he/she refuses recall to a part-time position will not forfeit recall.
  - H. An updated seniority list of the affected unit shall be furnished to the Union prior to the execution of any layoff, upon request.

#### **ARTICLE XIV PERSONNEL FILE**

Official files for bargaining unit members shall be maintained in accordance with the following procedures:

A. Limitations on File

Official bargaining unit member 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 member 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 to the Director of Human Resources or his/her designee, be given the opportunity outside the bargaining unit member's workday 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 XV

### ASSUMPTION OF LIABILITY FOR DAMAGE CAUSED BY EMPLOYEES

- A. Employees in the bargaining unit shall be protected in accordance with Section 7-465 of the Connecticut General Statutes.
- B. Solely for the purpose of informing employees in the bargaining unit, the following language is offered as a paraphrase of the provisions of Section 7-465:
1. 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.

This provision is included for informational purposes only and is not subject to the grievance procedure.

**ARTICLE XVI  
DISCIPLINARY PROCEDURES AND DISCHARGE**

- A. No employee shall be disciplined or discharged except for just cause.
- B. All suspensions and discharges must be stated in writing, with the reason given and a copy must be given to the employee at the time of the suspension or discharge. Simultaneous notification shall be given to the Union.

**ARTICLE XVII  
SENIORITY**

- A. Seniority shall be defined as an employee's length of continuous service within the bargaining unit commencing with his/her most recent date of hire.
- B. Seniority shall continue to accumulate during all authorized leaves of absence with pay and sick leave.
- C. In case of a tie, seniority shall be determined by the last four (4) digits of the employee's social security number. The higher number shall have more seniority.
- D. The Union shall notify the Administrator for Personnel/Labor Relations of the names of the Union Executive Board. Members of said Board, but not more than five (5) persons shall be accorded superseniority for the purpose of protecting them from layoff and involuntary transfer.

**ARTICLE XVIII  
UNION SECURITY**

- A. All employees in the bargaining unit shall, thirty (30) days from the date of the execution of this Agreement, or from the date of their employment by the Board, become and remain members of the Union in good standing in accordance with the Constitution and by-laws of the Union, during the terms of this Agreement or extension thereof, as a condition of continued employment.
- B. The Board agrees to deduct via payroll dues for all members of the bargaining unit, unless an individual member gives notice to the Director of Human Resources, in writing, that he or she wishes to have deducted the service fee only. Such deduction shall continue for the duration of this Agreement or by any extension thereof.
- C. The Union shall indemnify and hold the Board and the City harmless against any and all claims, demands, liabilities, lawsuits, counsel fees, or any other costs or

actions which may arise out of, or be by reason of, actions taken against the Board and/or the City as a result of the administration of the provisions of this section.

D. Delegate Release Time

Four (4) union delegates will be allowed a maximum of five (5) union leave days per delegate per year with pay to attend official union conventions, conferences, workshops or seminars. The Union shall inform the Administrator of Personnel/Labor Relations annually of the names of the four delegates.

This release time may be used for other types of official union business not specified herein and/or other than the four designated delegates subject to advance approval being obtained from the Administrator of Personnel/Labor Relations.

E. Exclusive Bulletin Board

At least one 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.

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

G. 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 employees other than those involved shall not be available without the approval of the individual employee. The furnishing of such data, records, etc., shall be in conformity with both State and Federal regulations.

H. The President of the Union will receive from the Administrator of Personnel/Labor Relations a list of all employees covered under the Union contract stating employee number, name, address, location, assignment, L/A status, appointment date, degree, step, and salary, upon request no more than once per year.

**ARTICLE XIX  
NO DISCRIMINATION**

A. The Board agrees not to unlawfully discriminate in the application of the terms of this contract against any bargaining unit member on the basis of race, religious

creed, color, national origin, ancestry, age, sex, sexual orientation, present or past history of mental disorder, mental retardation, learning disability or physical disability, including, but not limited to, blindness, or marital status.

- B. The Union agrees not to unlawfully discriminate in the application of the terms of this contract against any bargaining unit member on the basis of race, religious creed, color, national origin, ancestry, age, sex, sexual orientation, present or past history of mental disorder, mental retardation, learning disability or physical disability, including, but not limited to, blindness, or marital status.
- C. The provisions of paragraphs A and B above reflect the parties' understanding of their legal obligations. Any alleged violation of this paragraph shall be subject to resolution procedures established by law and/or Board policy and shall not be subject to the grievance procedure.

## **ARTICLE XX LEAVE OF ABSENCE**

### A. Child Bearing

1. An employee who becomes pregnant shall be entitled to a leave of absence that shall begin when, in the opinion of her doctor, the employee is no longer physically able to work, or upon confinement, whichever comes first. Leave shall expire when, in the opinion of her doctor, the employee is physically able to return to work. Normally, leave is not expected to continue more than six (6) weeks after delivery. Child bearing leaves of absence shall be with pay to the extent of the number of unused sick leave days credited to the employee at the commencement of her leave.
2. Adoptive Leave - An employee who has firm plans to adopt a child in the immediate future may elect to take a short-term leave with pay for a period not to exceed six (6) consecutive weeks. This leave shall be with pay to the extent of the number of unused sick leave days the employee has accumulated at the beginning of said leave. Only one adoptive leave will be granted per school year.
3. Child Rearing Leave - Any employee, other than a first year employee, who is expecting a child, or whose spouse is expecting a child, or who has firm plans to adopt a child in the immediate future, shall be granted upon request a long term leave without pay for child rearing purposes. Such leave shall be for either one-half or one full school year. The request for such leave must be made at least 30 days prior to its commencement whenever possible and must specify whether the leave is for one-half or one full school year.

B. Professional Leave

Any bargaining unit member who has had at least two successful years of employment with the Board of Education may request an unpaid leave of absence for the purpose of furthering his/her education. Such leave shall begin at either the start or at the mid-point of the school year and shall end either one-half or one full school year later. Request for such leave must be made at least thirty (30) days prior to its commencement and must specify whether the request is for one-half or one full year.

C. Personal Hardship

An employee may request an unpaid leave of absence in cases of extreme personal hardship, such as the serious illness of spouse, parent or legal dependent.

D. Union Leave

An employee who is elected or appointed to a full-time or part-time position with the Union (local, state or national) will, upon proper application, be granted a one-year leave of absence without pay, renewable upon request for an additional year, subject to the Board's approval, for the purpose of accepting this position. Said approval will not be unreasonably withheld.

An employee granted such leave of absence shall have available all insurance and other benefits payable by the employee or the Union and shall, during such leave, accrue seniority, salary increments and like benefits as though he/she were in regular service, including retirement credit to the extent permitted by law. Upon return to service he/she shall be placed on the assignment which he/she left if the leave is for one year and the position has not been eliminated, with such accrued benefits and increments as he/she would have earned had he/she been on active service. If the leave is for more than one year or if the position has been eliminated, he/she may be placed in a comparable position.

- E. Sick Leave. A medical certificate is required of a bargaining unit member who is absent for more than five consecutive days. A medical certificate may be required of a bargaining unit member whose attendance record exhibits excessive use or a pattern of abuse (e.g. extending a holiday, a weekend, and/or vacation; missing the first/last day of school; etc.). An administrator may require a medical certificate for future absences once excessive use or a pattern of abuse has been noted.

The provisions of this section shall not be subject to arbitration.

Any employee on a leave of absence approved by the Board of Education shall be guaranteed the right to return to said employee's former position providing the leave is for not more than one school year.



**ARTICLE XXI  
GENERAL PROVISIONS**

- A. The Board shall continue its practice of posting all official circulars from the Superintendent's office and from the board which are intended for the information of employees.
- B. The Board shall continue its practice of sending to the Union a copy of any notice, directive, or bulletin relating to members of the bargaining unit.
- C. The Board shall continue its practice of making available to the Union a copy of its agenda of regular Board meetings 24 hours prior to the same. The Union will continue to be notified prior to all special meetings.
- D. **Equipment**  
The Board agrees to review in the Labor Management forum, the need for equipment necessary to perform assigned tasks. The Board will make every effort to provide such equipment.
- E. Upon request, the health supply budget allocation for each school shall be made available by the school principal to each health office.
- F. During the life of the Agreement the Board and Union may prepare an Early Retirement Incentive Plan and offer the same to eligible employees in the bargaining unit. Acceptance of such a plan on the part of the employees will be voluntary.
- G. The Board shall continue its efforts to provide building security against trespassers.
- H. The parties recognize the need to retain and attract quality employees for the school system and that job sharing represents an opportunity to increase the type and flexibility of job offerings available to bargaining unit members. Job sharing may be of assistance to the school system in attracting and retaining quality employees as well as in improving the delivery of health services. This provision shall not be subject to the grievance procedure.
- I. Effective July 1, 1992 the Board will either make available or reimburse all bargaining unit members for the cost of the hepatitis vaccine as recommended by the ADA, AMA, and CDC. The above will be provided to employees who can reasonably be anticipated to have occupational. Exposure to the HBV as provided in Occupational Health and Safety Regulations. The Board will also make available or reimburse registered dental hygienists for the cost of other vaccinations recommended by the A.D.A as appropriate for people at risk.

**ARTICLE XXII  
DURATION**

- A. This Agreement shall be in full force and effect from July 1, 2012 until June 30, 2015. Representatives of the Board and the Union agree to commence negotiations for a successor Agreement in accordance with the Municipal Employee Relations Act.
- B. In the event that the Board and the Union shall fail to secure a successor agreement, as herein before provided in Article III prior to the termination of this Agreement, this Agreement will remain in force pending the negotiating of a successor agreement.

**ARTICLE XXIII  
PRIOR PRACTICES**

The parties acknowledge that practices may develop from time to time at one or more of the district's facilities. These practices shall not be binding on the parties unless they are expressly incorporated into this agreement and/or unless they emanate from the Human Resource office.

**ARTICLE XXIV  
NOTIFICATION REGARDING CONVICTION/SUBSTANTIATION**

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 *Executive* Director of Human Resources.

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

The Administration may require a member to submit to a drug/alcohol test where a concern is raised.

**ARTICLE XXV  
PERFORMANCE INCENTIVE**

The Administration may offer a work bonus to bargaining unit members. The work bonus shall not exceed ten percent (10%) of the base salary. This paragraph shall apply to any member not assigned full-time to a single school.

A member who works 100% in a school that shows significant 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 School Improvement Bonus shall be in effect for the 2012-2013, 2013-2014, and 2014-2015 school years only.

The decision to pay such a bonus shall not be subject to the grievance procedure.

This contract was the result of negotiations between the parties:

HARTFORD BOARD OF EDUCATION

Negotiating Team

Jill Cutler Hodgman 12/4/2013  
Name Date

Jill Cutler Hodgman  
Chief Negotiator

Natasha Durrant  
Deborah Chameides

HARTFORD FEDERATION OF SCHOOL HEALTH PROFESSIONALS

Negotiating Team

Patricia Walters 12/3/13  
Name Date

Patricia Walters  
Chief Negotiator

James Howe  
The Hartford Federation of Teachers

Verna Bernard Jones 12/3/13  
Name Date  
Federation President

Verna Bernard Jones  
Jill Quast  
Matthew Silberberg  
Karen Connelly  
Nancy Mayeda Brescia

**APPENDIX A  
SALARY SCHEDULE**

A new salary schedule, 5C, has been developed for Nurse Practitioners, which includes an increase in Work Year to 187 days beginning on July 1, 2003.

**2012-13 SALARY SCHEDULE**

<b>STEP</b>	<b>5A</b>	<b>5B</b>	<b>5C</b>	<b>5D</b>
1	39,193	44,797	57,950	78,433
2	41,218	46,827	60,314	81,570
3	43,324	48,936	62,680	84,833
4	45,100	50,710	65,046	87,378
5	48,264	53,436	67,410	91,747
6	50,237	55,851	69,776	95,418
7	56,527	62,139	72,141	104,959
8	60,149	66,118	74,506	111,132
9	-	-	80,589	-

**2013-14 SALARY SCHEDULE**

<b>STEP</b>	<b>5A</b>	<b>5B</b>	<b>5C</b>	<b>5D</b>
1	40,173	45,917	59,399	80,394
2	42,248	47,998	61,822	83,609
3	44,407	50,159	64,247	86,954
4	46,228	51,978	66,672	89,562
5	49,471	54,772	69,095	94,041
6	51,493	57,247	71,520	97,803
7	57,940	63,692	73,945	107,583
8	61,653	67,771	76,369	113,910
9	-	-	82,604	-

**2014-15 SALARY SCHEDULE**

<b>STEP</b>	<b>5A</b>	<b>5B</b>	<b>5C</b>	<b>5D</b>
1	41,177	47,065	60,884	82,404
2	43,304	49,198	63,368	85,699
3	45,517	51,413	65,853	89,128
4	47,384	53,277	68,339	91,801
5	50,708	56,141	70,822	96,392
6	52,780	58,678	73,308	100,248
7	59,389	65,284	75,794	110,273
8	63,194	69,465	78,278	116,758
9	-	-	84,669	-

For informational purposes, upon signing of this agreement in 2003:  
 5A includes Registered Nurses, Registered Dental Hygienists, and Certified Occupational Therapist Assistants  
 5B includes Occupational Therapists and Physical Therapists  
 5C includes Nurse Practitioners (the grid includes longevity and the degree differential)  
 5D includes Lead Dentists

**APPENDIX B  
 DIFFERENTIALS**

Bargaining unit members, except for Nurse Practitioners, who hold a Bachelor's or Master's Degree will receive a differential in addition to his/her regular salary as stipulated below:

Bachelor's Degree: \$500.00

Masters' Degree: \$750.00

**APPENDIX C  
 LONGEVITY**

YEARS	AMOUNT
6 to9	\$ 375
10 to14	\$425
15 to19	\$550
20 to 49	\$650
50 plus	\$1,100

The above does not apply to Nurse Practitioners.

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**SIDE LETTER  
BETWEEN  
THE HARTFORD BOARD OF EDUCATION  
AND THE HARTFORD FEDERATION OF SCHOOL HEALTH  
PROFESSIONALS, LOCAL 1018 A/B, AFT, AFL-CIO**

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The Union and the Board acknowledge the Board's practice to separate an employee from service (self-resign) if the member fails to appear for work without authorization. This practice is long-standing and is not subject to the grievance procedure.

If a member fails to appear for work and does not call in, that day is considered unauthorized and unpaid. If a member fails to appear for work and has not been approved for a leave, he/she may be separated from service as having abandoned his/her position or self-resigned. If a person is running out of leave time or has run out of time, and has not be authorized for any other kind of leave, the Administration sends a notice to the home address listed in the payroll system indicating these facts and requiring that the member return to work by a date certain. If the member fails to appear by such date, the member is self-resigned. Three days without authorization for the first occurrence is the minimum for a self-resignation. A letter is sent to confirm the self-resignation. This process is followed when the member is out of time but legitimately sick or when the person fails to appear but has not been approved for leave. One example of the later is going on a trip for vacation and failing to return for work. In that case, the letter is sent to the home address on record and the confirming letter is sent if the member does not return as directed. Once a person has received a "self-resignation" notice and reappears for work, he/she no longer receives the same minimum of three day grace period if the same occurs in the future. In those cases where notice is given, even one unauthorized day can be treated as a self-resignation.

FOR THE HARTFORD BOARD  
OF EDUCATION:

BY: 

12/4/2013  
Date

FOR THE HARTFORD FEDERATION  
OF SCHOOL HEALTH PROFESSIONALS:

BY: 

12/3/13  
Date