COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE HARTFORD BOARD OF EDUCATION

AND

THE BUILDINGS AND GROUNDS SUPERVISORS

LOCAL #818 OF COUNCIL #4, AFL-CIO

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES

JULY 1, 2022 – JUNE 30, 2026
<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Union Recognition</td>
<td>1</td>
</tr>
<tr>
<td>II</td>
<td>Board Prerogatives</td>
<td>1</td>
</tr>
<tr>
<td>III</td>
<td>Union Security</td>
<td>2</td>
</tr>
<tr>
<td>IV</td>
<td>Seniority</td>
<td>3</td>
</tr>
<tr>
<td>V</td>
<td>Hours of Work, Overtime and Stand-By Assignments</td>
<td>5</td>
</tr>
<tr>
<td>VI</td>
<td>Holidays</td>
<td>5</td>
</tr>
<tr>
<td>VII</td>
<td>Vacations</td>
<td>6</td>
</tr>
<tr>
<td>VIII</td>
<td>Leave Provisions</td>
<td>7</td>
</tr>
<tr>
<td>IX</td>
<td>Wages</td>
<td>10</td>
</tr>
<tr>
<td>X</td>
<td>Retirement Plan</td>
<td>11</td>
</tr>
<tr>
<td>XI</td>
<td>Loss Coverage</td>
<td>11</td>
</tr>
<tr>
<td>XII</td>
<td>Disciplinary Procedures</td>
<td>12</td>
</tr>
<tr>
<td>XIII</td>
<td>Prior Practice</td>
<td>12</td>
</tr>
<tr>
<td>XIV</td>
<td>Safety and Health</td>
<td>12</td>
</tr>
<tr>
<td>XV</td>
<td>Grievance Procedure</td>
<td>13</td>
</tr>
<tr>
<td>XVI</td>
<td>Savings Clause</td>
<td>14</td>
</tr>
<tr>
<td>XVII</td>
<td>Miscellaneous</td>
<td>14</td>
</tr>
<tr>
<td>XVIII</td>
<td>Performance Incentive</td>
<td>15</td>
</tr>
<tr>
<td>XIX</td>
<td>Effective Date</td>
<td>15</td>
</tr>
<tr>
<td>Appendix A</td>
<td>Salary Scales</td>
<td>16</td>
</tr>
<tr>
<td>Appendix B</td>
<td>Fringe Benefits</td>
<td>18</td>
</tr>
</tbody>
</table>
AGREEMENT BETWEEN THE
HARTFORD BOARD OF EDUCATION
AND
LOCAL 818 OF COUNCIL 4, AFC/SME

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

ARTICLE I
UNION RECOGNITION

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

ARTICLE II
BOARD PREROGATIVES

A. It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility, and prerogative to direct the operation of the public schools in the City of Hartford in all its aspect, including, but not limited to the following: to maintain public elementary and secondary schools and such other facilities as in its judgment will best serve the City of Hartford; to determine the care, maintenance, and operation of buildings, lands, apparatus, and other property plans for school buildings; to prepare and submit budgets to the City Council and, in its sole discretion, expend monies appropriated by the City for the maintenance of the schools; and to make such transfers of funds within the appropriated budget as it shall deem desirable.

B. These rights, responsibilities, and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with the specific provisions of this Agreement.

C. Notwithstanding the foregoing paragraph, it is recognized by the parties that all matters pertinent to wages, hours and conditions of employment are negotiable under the terms of the Municipal Employee Relations Act and such rights are neither waived nor diminished by the foregoing language which shall be subject to all of the terms of this agreement.
ARTICLE III

UNION SECURITY

A. The Board agrees to deduct via payroll dues or a representation fee for all members of the bargaining unit who give express written permission to the Executive Director of Human Resources for such fee to be deducted via payroll.

B. The deduction for any month shall be made during the last payroll period of said month and shall be remitted to the Union, together with a list of names of employees from whose wages such deductions have been made, not later than the fifteenth day of the following month.

C. Bulletin board space shall be reserved at an accessible place in each principal place of employment for bargaining unit members for the exclusive use of the Union for the posting of all official union notices. Postings required by this Agreement shall be posted on all aforesaid boards.

D. The Board shall provide each employee with a copy of this Agreement within thirty (30) days of its signing. New employees shall be provided with a copy of this Agreement at the time of hire. The cost of reproducing the document shall be equally borne between the Board and the Union.

E. The Administration shall notify the Union of newly hired bargaining unit members by copying the Union President on the hire letter.

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

SENIORITY

A. The length of full-time service of the employee with the Board shall determine the seniority of the employee for all provisions of this agreement. In the event that an employee voluntarily resigns from the Board and is rehired more than five (5) days from the date of the resignation, said rehired employee's previously accrued seniority shall not be reinstated.

B. The Board shall prepare an updated list of all full-time employees in the bargaining units showing their seniority in length of service with the Board and deliver the same to the Union, upon request no more than twice a year.

C. All job openings shall be posted ten (10) days prior to any action taken by the Board to fill such vacancies or new positions permanently.

D. New employees shall serve a probationary period of one hundred and twenty (120) working days, excluding all leaves whether authorized or unauthorized and shall have no seniority rights during this period, but shall be subject to all other provisions of this Agreement. All employees who have completed their probationary period shall be full-time employees and shall acquire length of service records as of their date of employment.

E. During such probationary period, discharge shall be left to the discretion of the employer.

F. When a vacancy or new position exists the bargaining unit members shall be given first opportunity to fill the position provided he/she is qualified in the reasonable judgment of the Board administration. Qualifications shall include, but shall not be limited to, time and attendance, disciplinary record, and evaluation ratings. Any bargaining unit member deemed qualified as stated above, who applies for a position in a higher classification, will be required to pass a written test and/or oral test/interview given by the following individuals or his/her designee: Executive Director of Facilities, Chief Talent Officer, and President of Local 818. A bargaining unit member, deemed qualified as stated above, who is transferred to a new or vacant position within classification shall have the probationary period to meet the specific qualifications described in the posting/job description. If the employee fails to qualify, the Board will make reasonable efforts to transfer the employee to a vacant position for which the employee is qualified. In the event that the highest scoring bidder or the more senior lateral candidate (whichever applies) does not accept the position, then the position shall be offered to the bargaining unit member with the next highest score, and so on. All positions will be posted, bid, and filled, provided funds to fill the positions are available.
G. Probationary employees shall be laid off prior to any full-time employees.

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

2. Employees cannot bump into a higher classification.

3. Seniority units shall be defined as follows:

   Unit 1  Maintenance
   Unit 2  Custodial

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

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

H. Full-time bargaining unit members, who are laid off, according to the above, shall be placed on a recall list for two (2) years after the date of lay off. They shall be recalled to available positions on the basis of seniority and qualifications. If a bargaining unit member is recalled within two (2) years, he/she shall receive credit for years of service in the bargaining unit. If a bargaining unit member is recalled from the list and does not accept said position, he/she shall be removed from the list, only if offered the position which he/she held at the time of lay-off. Laid off bargaining unit members shall be permitted to maintain insurance benefits at their own expense whenever possible.

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

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

HOURS OF WORK, OVERTIME, AND STAND-BY ASSIGNMENTS

A. The regular hours of work for each employee in the Union shall be defined by the Board. All employees shall be entitled to at least a half an hour for lunch.

B. Time and one-half shall be paid for:

1. All work performed in one day in excess of the employee's normal workday and all work performed in any one week in excess of the employee's normal workweek.

2. All work performed on Saturday, as such.

3. All overtime work performed on a day other than an employee's regular workday.

4. All work performed on Sunday, as such.

5. All overtime work performed on holidays plus regular holiday pay.

ARTICLE VI

HOLIDAYS

A. The following holidays shall be observed by the employees covered under this Agreement as days off, on the days designated by the Board:

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

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

C. If school is in session on a holiday, or if there is a failure to observe said holiday, the holiday will be rescheduled.

D. Whenever any of the holidays listed in ARTICLE VI, A, occurs while an employee is out on sick leave, the employee will not suffer a loss of his/her sick leave bank and said day will be charged as a regular holiday.
ARTICLE VII

VACATIONS

A. Employees shall start to earn vacation allowances as of their seniority date, once the probationary period described in ARTICLE IV, F, of this Agreement has been completed. Employees may borrow from their vacation accumulation usually allocated the following July 1, provided they have been employed by the Board of Education for a minimum of six (6) months and the number of days borrowed does not exceed that to which he/she would be entitled at the time of borrowing.

B. Vacations shall be earned on the following basis:

1. Effective July 1, 2003, bargaining unit members shall earn vacation on the following basis:
   a) Upon initial employment in the bargaining unit, twelve (12) days annually, accrued on a monthly basis
   b) After 5 years - 15 days annually, accrued on a monthly basis
   d) After 10 years - 20 days annually, accrued on a monthly basis
   e) After 15 years - 25 days annually, accrued on a monthly basis

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

C. Employees shall not be allowed to carry their vacation into the next school year unless the Superintendent or his/her designee authorizes it. Requests to carry over vacations shall not be unreasonably denied.

D. Vacations shall be granted at the time requested by the employee whenever possible. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given preference in his/her choice of vacation, wherever possible.

E. If a holiday occurs during the calendar week in which an employee takes a vacation, the employee's vacation accumulation shall not be charged for such date.

F. Any employee who is requested to and does work during his/her vacation period shall have his/her unused vacation (with pay) rescheduled to any future period the employee may request whenever possible.

G. Any employee who is laid-off, discharged, retired, or separated from the service of the Board for any reason, prior to taking his vacation, shall be compensated in cash for the unused vacation he/she has accumulated at the time of separation. In no case shall a bargaining unit member be paid for more than twenty-four (24) vacation days.
ARTICLE VIII

LEAVE PROVISIONS

A. Sick Leave – Bargaining unit members hired on or after the date the Board ratifies the agreement (June 3, 2003) shall be entitled to an allowance of full salary for sick leave not to exceed in the aggregate eighteen (18) days a year, which shall be accrued at a rate of one and a half (1.5) days per month on active payroll status. Bargaining unit members hired before the date the Board ratifies the agreement (June 3, 2003) shall be entitled to an allowance of full salary for sick leave not to exceed in the aggregate twenty-four (24) days a year, which shall be accrued at a rate of two (2) days per month on active payroll status. The maximum accumulation of sick days shall be two hundred (200) days. The Parties agree that any member, in the unit as of June 30, 2008, who has more than 200 sick days as of June 30, 2008, shall be permitted to accumulate up to the number of sick days earned as of June 30, 2008.

B. Upon request, the Board shall notify each employee, in writing, in the month of September of each year as to the amount of sick leave used in the past year and the amount accumulated and allocated as of July 1.

C. Sick leave and personal leave provisions of the Administrative Manual shall remain in effect except in cases where provisions of this contract conflict in which case the contract shall prevail.

D. Bargaining unit personnel are entitled to carry their accumulated sick leave from Local 566 of Council #4 and such sick leave may be applied for severance pay at the time of their retirement in accordance with ARTICLE VIII, E. Bargaining unit personnel may not carry their sick leave from any other bargaining unit at the City of Hartford or the Hartford Board of Education.

E. Severance

Any employee hired into the bargaining unit on or after July 1, 2018, upon retirement, shall not have a right to pay out for any unused sick leave accumulation except that bargaining unit personnel who are promoted from Local 566 of Council #4, upon retirement shall be entitled to payout of sick leave on the same terms as bargaining unit members hired after January 9, 2006.

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

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

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

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

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

1. Jury Duty – Employees shall be entitled to full pay at the current base rate for up to five days of absence due to jury duty, provided that any reimbursement for the same and regular pay together does not exceed the employee’s regular wage. Subject to accrued personal time, thereafter leave shall be granted without pay. Employees who have used all of their personal leave for the year may use up to thirty (30) days of paid sick leave in lieu of leave without pay.

2. Injury Leave (Workers' Compensation) – The Board shall follow all applicable laws with regard to workers' compensation.

3. Military Leave – An employee who is a member of the National Guard or Naval Militia, or of the military or naval forces of the United States, and is required to undergo field training for a short period will receive the difference between his/her salary and payment received from the government, exclusive of the travel allowance.

4. Union Conventions – Not more than two (2) Union officials shall be allowed the required time without loss of pay to attend official Union conventions and conferences. The maximum time per year shall be limited to five (5) days off per delegate.

5. Professional Improvement - With the approval of the Board, employees may attend conferences or take courses of study, all of which will contribute to or increase the knowledge of the employee with regard to the job or position.

6. Personal Days - Employees shall be allowed a total of not more than five (5) days a year, to be deducted from accrued sick time, for any or all of the following:
   a. Holy days not to exceed three (3) days in any year;
b. Quarantine;

c. Absence of spouse for birth of child to wife not to exceed two (2) days in any year and absence for parent for adoption of child not to exceed two (2) days in any work year;

d. Temporary absence for personal reasons limited to situations not under the control of the employee, which make such absence from service necessary;

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

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

G. The Superintendent of Schools may grant leave of absence without pay for a period not to exceed one (1) year. Requests for such leave shall be made in writing to the Superintendent and shall include a statement of the reasons therefore and of the length of leave requested. Leaves without pay shall be granted as professional, childbearing, or family hardship leaves.

H. During the period of a leave without pay, except for military leave, the employee shall not be credited for length of service. In addition, employees shall not be credited with such time for the purpose of accruing sick leave or vacation time.

I. Any employee who is on leave of absence without pay shall not be paid for any holiday or sick leave during the period of the absence.

J. No employee shall lose any seniority standing because of any military service, including service in the National Guard or Organized Reservists.

K. On return from military service, an employee shall be reinstated in his former job or one of like rank provided that he/she reports for duty within ninety (90) days of his/her discharge from the military service.

L. The employee’s accumulation of sick leave upon leaving shall be retained to his/her credit when he/she returns.
ARTICLE IX

WAGES

A. The Board acknowledges the Union’s right to demand and the Board’s obligation to bargain over the impact, if any, of any changes in hours, wages, and other conditions of employment.

B. Employees who are assigned work which is not part of their regular duties, shall be remunerated in accordance with terms agreed to between the Board and the Union. The minimum rate for said work shall be ten dollars ($10) per day.

C. Retroactive to July 1, 2022, bargaining unit members shall receive a 2.5% general wage increase. There shall be no other movement within the range for the 2022-2023 school year.

Effective July 1, 2023, bargaining unit members shall receive a 2.5% general wage increase. There shall be movement within the range (“range adjustment”) for those who have not reached maximum in the amount of 10% of the difference between the maximum and the minimum (not to exceed the maximum).

Effective July 1, 2024, bargaining unit members shall receive a 2.5% general wage increase. There shall be movement within the range (“range adjustment”) for those who have not reached maximum in the amount of 10% of the difference between the maximum and the minimum (not to exceed the maximum).

Effective July 1, 2025, bargaining unit members shall receive a 2.5% general wage increase. There shall be movement within the range (“range adjustment”) for those who have not reached maximum in the amount of 10% of the difference between the maximum and the minimum (not to exceed the maximum).

No unit member’s salary will be allowed to exceed the maximum salary for the appropriate range at any time.

This provision is subject to the provisions of Appendix A.

D. Any employee whose regularly scheduled work begins after twelve noon shall be paid a premium of ten (10) percent of his/her regular rate.

E. The Board shall reimburse employees for the cost of obtaining and maintaining a license or degree, which is related to the duties that the employee is performing for the Board in accordance with Appendix C of this Agreement.

F. The pay grid for classification range 65, 67, 68 and 69 set forth in Appendix A shall be increased by $3,900 ($325 per month) to cover all mileage and travel reimbursement.¹

¹ This codifies the January 2, 2013 MOU regarding classifications 64, 67, 69 and is not an additional increase.
The pay grid for classification range 64 set forth in Appendix A shall be increased by $2,100 ($175 per month) to cover all mileage and travel reimbursement.

The pay grid for classification range 63 set forth in Appendix A shall be increased by $1,800 ($150 per month) to cover all mileage and travel reimbursement.

This change will be effective July 1, 2018. Any reimbursement received for mileage incurred during the 2018-2019 school year will be deducted from this amount for the 2018-2019 school year.

Bargaining unit members shall not be eligible for any reimbursement for mileage effective July 1, 2018.

G. Bargaining unit members who have completed one year of satisfactory service in the unit may be reimbursed for up to two (2) courses or six (6) credits per fiscal year up to $300 per credit from an accredited institution. Reimbursement will only be provided if said course(s) are relevant to the bargaining unit member’s position and the bargaining unit member provides evidence that he/she successfully completed the course. Members must submit any course for reimbursement within three months of receipt of the final grade, or the claim for reimbursement shall be waived. For the purposes of this article, successful completion means, at a minimum, receipt of a C or pass for the completed course work.

ARTICLE X

RETIREMENT PLAN

Any person in the bargaining unit before January 1, 2012, shall continue to participate in the City MERF pension plan. Any person hired into the bargaining unit on or after January 1, 2012, who is not at the time already in a City MERF pension plan, shall be eligible for participation in the State Pension, CMERS, and shall not be eligible for a City MERF plan.

ARTICLE XI

LOSS COVERAGE

The Board will allocate $1,000 for the purpose of reimbursing employees in the bargaining unit for damage or loss, excluding cash, not covered by the employee's insurance, such damage or loss to have taken place during the employee's working hours and discharge of his/her duties. All reimbursements will be held until the end of the fiscal year, at which time reimbursement will be made in full if the $1,000 is sufficient. Otherwise, prorated reimbursement will be made according to the demands on the fund. Such payment may not duplicate the amount paid by the employee's insurance.
ARTICLE XII

DISCIPLINARY PROCEDURES

A. All disciplinary actions shall be applied in a fair manner and shall not be inconsistent with the infraction for which the disciplinary action is being applied.

B. When misconduct is charged, the disciplinary action shall include:

1. verbal warning
2. written warning
3. suspension without pay
4. discharge

and shall generally follow this order, except in cases of serious misconduct.

C. All suspensions and discharges must be stated in writing with reason given and a copy provided to the employee at the time of suspension or discharge.

D. Written reprimands shall be removed from the employee’s file after two (2) years.

E. Records of disciplinary action shall be removed from the employee’s file after three (3) years.

ARTICLE XIII

PRIOR PRACTICE

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

ARTICLE XIV

SAFETY AND HEALTH

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

GRIEVANCE PROCEDURES

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

Step 1

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

Step 2

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

Step 3

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

Step 4

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

B. Notwithstanding the foregoing paragraph, it is recognized by the parties that all matters pertinent to wages, hours, and conditions of employment are negotiable under
the terms of the Municipal Employee Relations Act and such rights are neither
waived nor diminished by the foregoing language which shall be subject to all of the
terms of this agreement.

C. Failure at any step by either party to appeal within the specified time limits shall be
considered acceptance of the last position of the other party and shall be binding by
both parties.

D. When any Officer and/or Steward of the Union is required to participate in adjusting
grievances or contract negotiations during the working day then he/she shall be
afforded the necessary time off, without loss of pay, to conduct such business.

ARTICLE XVI

SAVINGS CLAUSE

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

ARTICLE XVII

MISCELLANEOUS

A. Whenever there is a conflict between the administrative manual and this Agreement,
the Agreement shall prevail.

B. In the event that a dispute arises between the parties that is not specifically covered
by this Agreement, both parties may agree to submit the dispute to arbitration in the
manner set forth in ARTICLE XV of this Agreement.

C. No employee covered under this Agreement shall perform, or be compelled to
perform any duties, which would constitute a violation of law or violate any contract
agreement between the Board and its employees.

D. Fringe benefits afforded employees shall be those described in Appendix B and
incorporated herein.

E. Bargaining unit members shall be paid on a bi-weekly basis, on the twenty-six pay
plan.

F. Any reference in this agreement to “day” shall also include the equivalent in hours.
G. When negotiations with the Board are held during working hours, up to four (4) members of the negotiating committee for the Union shall be permitted to attend negotiations without loss of pay for the purposes of negotiations with the Board.

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

ARTICLE XVIII

PERFORMANCE INCENTIVE

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

ARTICLE XIX

EFFECTIVE DATE

A. This Agreement shall be in full force effective upon signing and shall remain in full force and effect until the Thirtieth day of June 2026 and thereafter shall continue in effect from year to year, if both parties so agree. It may be amended at any time by mutual agreement or upon the anniversary date of said Agreement by giving to the other party not less than sixty (60) days written notice of intention to propose amendments.

IN WITNESS WHEREOF, the parties have set their hands this 15th day of December, 2022.

HARTFORD BOARD OF EDUCATION

LOCAL 818, BUILDINGS & GROUNDS SUPERVISORS

BY
Edward Wilson, Jr., Esq.,
Staff Attorney

BY
Scott Kanaitis,
President
## APPENDIX A

### Salary Schedule 2022-2023
#### Classification Ranges

<table>
<thead>
<tr>
<th>Classification</th>
<th>2022-2023 Min</th>
<th>2022-2023 Max</th>
</tr>
</thead>
<tbody>
<tr>
<td>63</td>
<td>$59,886</td>
<td>$74,253</td>
</tr>
<tr>
<td>64</td>
<td>$69,713</td>
<td>$83,452</td>
</tr>
<tr>
<td>65</td>
<td>$75,012</td>
<td>$89,823</td>
</tr>
<tr>
<td>67</td>
<td>$78,369</td>
<td>$96,292</td>
</tr>
<tr>
<td>68</td>
<td>$85,235</td>
<td>$104,855</td>
</tr>
<tr>
<td>69</td>
<td>$95,314</td>
<td>$113,091</td>
</tr>
</tbody>
</table>

### Salary Schedule 2023-2024
#### Classification Ranges

<table>
<thead>
<tr>
<th>Classification</th>
<th>2023-2024 Min</th>
<th>2023-2024 Max</th>
</tr>
</thead>
<tbody>
<tr>
<td>63</td>
<td>$61,383</td>
<td>$76,109</td>
</tr>
<tr>
<td>64</td>
<td>$71,456</td>
<td>$85,538</td>
</tr>
<tr>
<td>65</td>
<td>$76,887</td>
<td>$92,069</td>
</tr>
<tr>
<td>67</td>
<td>$80,328</td>
<td>$98,699</td>
</tr>
<tr>
<td>68</td>
<td>$87,366</td>
<td>$107,476</td>
</tr>
<tr>
<td>69</td>
<td>$97,697</td>
<td>$115,918</td>
</tr>
</tbody>
</table>

### 2023-2024 Range Adjustment for those not at maximum

<table>
<thead>
<tr>
<th>Classification</th>
<th>Adjustment</th>
</tr>
</thead>
<tbody>
<tr>
<td>63</td>
<td>$1,473</td>
</tr>
<tr>
<td>64</td>
<td>$1,408</td>
</tr>
<tr>
<td>65</td>
<td>$1,518</td>
</tr>
<tr>
<td>67</td>
<td>$1,837</td>
</tr>
<tr>
<td>68</td>
<td>$2,011</td>
</tr>
<tr>
<td>69</td>
<td>$1,822</td>
</tr>
</tbody>
</table>

### Salary Schedule 2024-2025
#### Classification Ranges

<table>
<thead>
<tr>
<th>Classification</th>
<th>2024-2025 Min</th>
<th>2024-2025 Max</th>
</tr>
</thead>
<tbody>
<tr>
<td>63</td>
<td>$62,918</td>
<td>$78,012</td>
</tr>
<tr>
<td>64</td>
<td>$73,242</td>
<td>$87,676</td>
</tr>
<tr>
<td>65</td>
<td>$78,809</td>
<td>$94,371</td>
</tr>
<tr>
<td>67</td>
<td>$82,336</td>
<td>$101,166</td>
</tr>
<tr>
<td>68</td>
<td>$89,550</td>
<td>$110,163</td>
</tr>
<tr>
<td>69</td>
<td>$100,139</td>
<td>$118,816</td>
</tr>
</tbody>
</table>

---

2 Range adjustment is calculated by subtracting the min from the max and dividing by 10. For example, for the 2023-2024 school year, for classification 63, the range adjustment is calculated as follows: $78,012 - $62,918 = $15,094. $15,094 / 10 = $1,509.
2024-2025 Range Adjustment for those not at maximum

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>63</td>
<td>$1,509</td>
</tr>
<tr>
<td>64</td>
<td>$1,443</td>
</tr>
<tr>
<td>65</td>
<td>$1,556</td>
</tr>
<tr>
<td>67</td>
<td>$1,883</td>
</tr>
<tr>
<td>68</td>
<td>$2,061</td>
</tr>
<tr>
<td>69</td>
<td>$1,868</td>
</tr>
</tbody>
</table>

Salary Schedule 2025-2026 Classification Ranges

<table>
<thead>
<tr>
<th></th>
<th>Minimum</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>63</td>
<td>$64,491</td>
<td>$79,962</td>
</tr>
<tr>
<td>64</td>
<td>$75,073</td>
<td>$89,868</td>
</tr>
<tr>
<td>65</td>
<td>$80,779</td>
<td>$96,730</td>
</tr>
<tr>
<td>67</td>
<td>$84,394</td>
<td>$103,695</td>
</tr>
<tr>
<td>68</td>
<td>$91,789</td>
<td>$112,917</td>
</tr>
<tr>
<td>69</td>
<td>$102,642</td>
<td>$121,786</td>
</tr>
</tbody>
</table>

2025-2026 Range Adjustment for those not at maximum

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>63</td>
<td>$1,547</td>
</tr>
<tr>
<td>64</td>
<td>$1,480</td>
</tr>
<tr>
<td>65</td>
<td>$1,595</td>
</tr>
<tr>
<td>67</td>
<td>$1,930</td>
</tr>
<tr>
<td>68</td>
<td>$2,113</td>
</tr>
<tr>
<td>69</td>
<td>$1,914</td>
</tr>
</tbody>
</table>

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

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

Effective January 1, 2019, the only insurance available to bargaining unit members will be the High Deductible Health plan with a Health Savings Account.

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

Upon approval of the contract by the MARB: 20.5%
July 1, 2023  21.0%
July 1, 2024  21.5%
July 1, 2025  22.0%

In-Network services shall be subject to a $2,000 deductible for an individual plan and $4,000 per family. The plan pays 100% in network services after the deductible, except for prescription drugs (Rx).
Out-of-Network services shall be subject to a 20% coinsurance for an individual plan up to a yearly maximum of $2,000 individual and $4,000 per family. Out of network out of pocket maximum is $4,000 per individual and $8,000 per family (including the deductible)

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

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

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

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

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

There shall be a mandatory generic substitution (mandatory generic may be overridden by written explanation of medical necessity of brand name drug by patient’s physician).
Local 818 agrees that any portion of the health, dental or prescription drug plan may be self-insured or insured at the sole discretion of the Board.

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

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

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

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

1. Dental Plan fully paid for the employee and the employee’s enrolled dependent(s). Employees and their enrolled dependents will be provided riders A,B,C,D, and E (DC) up to age 25) at no cost. Currently, the Board uses the Anthem BlueCross/Blue Shield product.

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

The parties recognize that the current group health plan benefits may result in the imposition of an excise tax under the Affordable Care Act. If the total cost of any of the group health plans offered under this Agreement triggers an excise tax pursuant to the Affordable Care Act or any other federal, state or local statute or regulation, then the City of Hartford/Hartford Board of Education shall have the right to offer a group health plan(s) with a total cost that falls below the excise tax thresholds. Eligible employees will be given the option to enroll in any such lower cost coverage option. If an employee enrolls in a coverage option that triggers the excise tax, 100% of any such tax shall be borne solely by the employee.

B. Alternative Health Insurance Plans

The Board reserves the right to study alternative health insurance plans with different administrators. The Board reserves the right to change health insurance provided the following steps occur:
1. The plan suggested as an alternate must contain substantially equal coverage, benefits, portability and administration as the present plan(s) at no additional cost to the employee.

2. The Union shall have an opportunity to study the proposed plan for a period of sixty (60) working days.

3. If at the end of the aforementioned sixty (60) working days there is disagreement between the parties on whether or not the plan offers substantially equal coverage, benefits, portability and administration, then the issue will be sent to a mutually selected arbitrator. If the parties are unable to agree on an arbitrator, the American Arbitration Association shall be requested to appoint an arbitrator with expertise in the health insurance field in accordance with its rules and regulations. The decision of the arbitrator as to whether the proposed plan is substantially equal to the then current plan shall be binding on the parties.

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

C.

1. Life Insurance - All employees shall receive an amount of group life insurance, without cost to the employee, equal to two times his/her salary. There is no limit or cap on the insurance amount.

2. Group Life Insurance: May be converted according to the conversion schedule in effect at the time of the retirement. If the employee is a member of the City Retirement Plan, the Group Life Insurance may be continued in a reduced amount.
SIDE LETTER
BETWEEN
THE HARTFORD BOARD OF EDUCATION
AND
THE BUILDINGS AND GROUNDS SUPERVISORS
LOCAL NO. 818 OF COUNCIL 4, AFL-CIO, AFSCME

Effective July 1, 2022, 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, 2022 and the second on or about January 1, 2023. Effective July 1, 2023, 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, 2023 and the second on or about January 1, 2024. Effective July 1, 2024, 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, 2024 and the second on or about January 1, 2025. 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, 2025 and the second on or about January 1, 2026. The Board’s contribution will be pro-rated for members hired after July 1st in any year.

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

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

FOR THE HARTFORD BOARD
OF EDUCATION

By ____________________________
Edward Wilson, Jr.
Staff Attorney
Date 12/15/22

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

By ____________________________
Scott Kanaitis
Its President
Date 10/19/22
SIDE LETTER  
BETWEEN  

THE HARTFORD BOARD OF EDUCATION  

AND  

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

NOTICE OF ARREST & DRUG/ALCOHOL TESTING  

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

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

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

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

FOR THE HARTFORD BOARD  
OF EDUCATION  

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

By  

Date  

By  

Its President  

Date  

ACTIVE/78402.39/MKAUFMANN/10768171v1  

22