

COLLECTIVE BARGAINING AGREEMENT

between the

HARTFORD BOARD OF EDUCATION

and

THE HARTFORD FEDERATION OF CHILD DEVELOPMENT ASSOCIATES  
Local 1018F, AFT, AFL-CIO

July 1, 2018 – June 30, 2026



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## PREAMBLE

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 Child Development Associates (hereinafter referred to as the "Federation").

## ARTICLE I RECOGNITION

Pursuant to the certification of the Connecticut State Board of Labor Relations dated January 29, 2003, Decision Number 3896, the Board hereby recognizes the Hartford Federation of Child Development Associates, Local 1018F, AFT CT, AFT, AFL-CIO, as the representative for the purposes of collective bargaining of the "Child Development Associates." The primary function of the Child Development Associate or CDA is to assist in the implementation of the pre-kindergarten program.

## ARTICLE II FEDERATION MEMBERSHIP/FEE REQUIREMENTS

### Section 1

The Federation shall notify the Board in writing regarding the rates for fees and dues, the types of which are specified in Section 2 below. Further, the Federation shall supply the Board with written notice provided at least thirty (30) days prior to the effective date of any change in such rates for fees and dues. It shall be the sole responsibility of the Federation to solicit employees who wish to join the Federation.

### Section 2

The Board agrees to deduct from the pay of bargaining unit members who authorize such payments in writing, such uniformly required membership dues, initiation fees, service fees or reinstatement fees as may be fixed by the Federation provided that employees submit to the Board individual written authorizations for such deductions. Such deductions shall continue for the duration of the Agreement or any extension thereof provided that the Board has written authorization from the employees to make such deductions. If the employee revokes such written authorization, the Board shall no longer make the deduction. Deductions shall be made on a bi-weekly basis and shall cease during the summer.

### Section 3

The deduction of fees or dues for any month shall be remitted to the financial officer of the Federation. The Federation shall supply to the Board the name and address of said financial officer. The regular Federation dues and service fee remittances to the Federation will be

accompanied by a list of names of employees from whose wages the deductions have been made.

#### Section 4

If the employee's wages are insufficient to cover fees or dues deductions, the Board will not make any such deductions from that employee's pay check. However, upon written request of the Federation, indicating the amount of the deduction, the Board will recoup any missed fees or dues deductions from the employee's subsequent wage payments as long as the employee has provided written approval for the recoupment.

#### Section 5

The Federation agrees to indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liabilities, including but not limited to, all legal fees and costs that shall arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article of the Agreement.

### ARTICLE III FEDERATION RIGHTS/ACTIVITIES

#### Section 1

The Federation shall notify the Board in writing of the names of all officers, stewards and staff representatives.

#### Section 2

The Board agrees to furnish a copy of this Agreement to each employee as soon as possible after its ratification, and to every new employee upon the starting date of employment. The cost of reproducing the Agreement shall be equally borne between the Board and the Federation.

#### Section 3

The Board shall prepare a list of employees covered by this Agreement showing their length of service and shall mail a copy of such list to the Federation staff representative upon request.

#### Section 4

The Federation may call meetings in each school outside of scheduled work hours, with the permission of the school principal. Such request for permission shall be made in writing and must be received by the school principal at least three school/workdays in advance of the time of the meeting. The Federation agrees to bear all costs associated with said request to

hold a meeting in school outside of scheduled work hours (e.g. security services, custodial services).

#### Section 5

Whenever members of the bargaining unit are scheduled by both the Board and the Federation to participate in joint meetings/hearings during school hours, they shall suffer no loss in pay.

#### Section 6

A copy of the public agenda of the regular Board meetings shall be available to the official Federation representative to the Board twenty-four (24) hours prior to the meeting. This representative shall be advised as soon as possible of all special meetings.

### ARTICLE IV MANAGEMENT RIGHTS

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Board and direction of the working forces, including but not limited to the following:

- a. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Board;
- b. To establish or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices or procedures;
- c. To discontinue processes or operations or to discontinue their performance by employees;
- d. To select and to determine the number and types of employees required to perform the Board's operations;
- e. To employ, transfer, promote or demote employees, or to lay off, discipline, suspend, terminate, furlough or otherwise relieve employees from duty for lack of work or other legitimate reasons;
- f. To prescribe and enforce reasonable rules and regulations provided such rules and regulations are made known to employees affected by them, including

but not limited to prescribing rules for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board;

- g. To establish contracts or subcontracts for any of the Board's operations, provided no member loses his/her job as a result and provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members;
- h. To create job specifications and revise existing job specifications as deemed necessary and to ensure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees provided that, upon request, the Board agrees to negotiate with the Union regarding any significant impact which any such change may have on employees' wages, hours or other terms of employment;
- i. To take any action which the Board reasonably believes is necessary to comply with any legal requirement regardless of the restrictions imposed by any terms and conditions of this Agreement.

## ARTICLE V GRIEVANCE PROCEDURE

### Section 1 - Definition

The term "grievance" is defined as an alleged violation, misapplication or misinterpretation of the specific provisions of this Agreement.

### 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 fifteen (15) 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 Chief Labor and Legal Officer 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 Chief Labor and Legal Officer. 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 fifteen (15) 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 Labor Relations Manager 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. 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.
7. 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.
8. The Federation will be notified, in advance, of the time and location of grievance meetings held by the Chief Labor and Legal Officer.
9. 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.
10. 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.
11. The Parties agree to follow current law regarding employee rights. The following is a summary, provided for informational purposes only. This provision shall not be subject to the grievance procedure and shall be superseded by applicable law. This provision shall not be used in any proceeding regarding such rights.

Any CDA who is summoned to meet with an Administrator at Central Office related to disciplinary action shall be given such reasonable notice as the situation permits and shall be informed of the matter in regard to his/her presence.

If a CDA reasonably believes that the meeting will result in disciplinary action, he/she shall have the right to be accompanied by a Federation representative.

## ARTICLE VI COMPENSATION

### Section 1

Each employee in the bargaining unit will be paid an hourly rate of pay for all hours worked and shall be paid at the rate of one and one-half (1½) times such regular hourly rate for all hours worked in excess of forty (40) hours in a work week. See Appendix A for rates of pay for full-time bargaining unit members.

### Section 2

Bargaining unit members shall be eligible for increment, in years when increment is granted, upon a satisfactory rating on the evaluation instrument. If the bargaining unit member has not been evaluated, and increment is granted effective in the next fiscal/school year, the Administration may not withhold increment. The withholding of increment, where the bargaining unit member was not evaluated, shall be subject to the grievance procedure through arbitration. The withholding of increment based on the member not receiving a satisfactory rating on the evaluation shall not be subject to arbitration, pursuant to Article XIX, Personnel Records.

### Section 3

Bargaining unit members shall be paid on a bi-weekly schedule, on the 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 shall require direct deposit and provision of electronic notification of pay at its discretion.

## ARTICLE VII INSURANCE

### Section 1

The Board may change insurance carriers or self-insure for any of the medical and/or dental insurance benefits provided that the coverage shall be substantially comparable. Whenever possible, the Board will provide the Union and members of the bargaining unit with at least sixty (60) days advance notice of the Board's intent to change carriers or self-insure. The Union agrees that any portion of health, dental or prescription drug plan may be self-insured or insured at the sole discretion of the Board. Further, the Board has the discretion to change the Pharmacy Benefits Manager to use the State vendor. This provision shall not be subject to the grievance procedure.

Section 2

A. Health Insurance

1. PPO

The PPO plan shall not be available as of July 1, 2023.

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

2015-2016: 13%

2016-2017: 14%

2017-2108: 15%

July 1 2018 – June 30, 2023 15%

All employees starting work in the Child Development Associates' bargaining unit on or after July 1, 2016, may only enroll in the HDHP with HSA and shall not have access to the PPO plan. If an employee is hired into the unit while already enrolled in the district PPO plan, he/she shall be permitted to remain in such plan. Any member who elects the High Deductible Health Plan with the HSA shall not thereafter return to the PPO. If the PPO triggers an excise tax, all members shall be required to enroll in the High Deductible Health Plan with HSA effective July 1, 2017.

If the Board negotiates with the HFT an alternate Excise Tax insurance plan other than the HSA for all members, such shall be offered to the CDA Union for the school year starting on July 1, 2017. Such shall be subject to negotiations but shall not be subject to interest arbitration.

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

\$10 generic

\$25 formulary brand

\$40 non-formulary brand

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

Dental plan is subject to premium cost sharing specified for the PPO above.

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

The only health insurance plan available to bargaining unit members on or after July 1, 2023 shall be the High Deductible Health Plan.

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

2018-2019 12.0%

2019-2020 12.0%

2020-2021	12.0%
2021-2022	12.0%
2022-2023	12.0%
2023-2024	12.5%
2024-2025	13.0%
2025-2026	13.5%

In-Network services shall be subject to a \$2,000 deductible for an individual plan and \$4,000 per family . The plan pays 100% in network services after the deductible, except for prescription drugs (Rx).

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

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

Generic: \$5

Brand (formulary): \$15

Brand (non-formulary): \$30

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

Effective July 1, 2023, the Board shall contribute fifty percent (50%) of the applicable HSA deductible amount. For the 2023-2024 school year, the Board’s contribution toward the HSA deductible will be deposited into the HSA accounts in two equal installments, the first during the week of July 1, 2023 and the second during the week of January 1, 2024. In subsequent fiscal years, the Board’s contribution toward the HSA deductible will be deposited into the HSA accounts in two equal installments, the first during the week of July 1<sup>st</sup> and the second during the week of January 1<sup>st</sup>. The Board’s contribution will be pro-rated for members hired after July 1<sup>st</sup> in any year and for members who leave prior to June 30<sup>th</sup>.

For the 2023-2024 school year only, the Board shall contribute seventy-five percent (75%) of the applicable HDHP deductible amount for those members who were not enrolled in the HDHP for the 2022-2023 school year and are transitioning to the HDHP for the 2023-2024 school year (“transitioning members”). For the 2023-2024 school year for transitioning members, two-thirds of the Board’s contribution toward the HDHP deductible will be deposited into the HSA account during the first week of July 2023, and one-third of the Board’s contribution toward the HDHP deductible will be deposited into the HDHP during the first week of January 2024. For the 2023-2024 school year, the Board shall contribute fifty percent (50%) of the applicable HDHP deductible for all other members enrolled in the HDHP. The Board’s contribution toward the HDHP deductible for non-transitioning members will be deposited into the HSA accounts in two equal installments, the first during the week of July 1, 2023 and the second during the week of January 1, 2024.

The Board’s contribution will be pro-rated for members hired after July 1<sup>st</sup> in any year or for members who leave prior to June 30<sup>th</sup>.

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

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

ARTICLE VIII  
PROFESSIONAL IMPROVEMENT/TUITION REIMBURSEMENT

The Board desires to encourage the professional improvement of its employees in areas directly related to their employment. CDAs who have completed one year of satisfactory service in the Hartford Public Schools and have successfully completed the semester course shall be eligible for tuition reimbursement of up to \$675 per credit, up to a maximum of six (6) credits per year. Courses shall be eligible for reimbursement only during the school year in which the CDA took the course(s). CDAs 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 a Pass for the completed course work.

ARTICLE IX  
LEAVE PROVISIONS

Section 1

Full-time bargaining unit members hired on or before the date the Board ratifies the agreement (November 1, 2005) shall accrue paid sick leave at the following rates:

<u>Length of Continuous Full-Time Service in bargaining unit</u>	<u>Monthly Accrual</u>
Upon hire	1 day per month
After completion of 5 years	1.5 days per month
After completion of 10 years	2 days per month

Full-time bargaining unit members hired after November 1, 2005 shall accrue sick time at a rate of one and a half (1.5) days per month.

Unused sick leave may be accumulated to a maximum of one hundred and fifty (150) days for all full-time bargaining unit members.

Section 2

Sick leave is defined as the authorized absence from duty with pay for the following reason:

- a. Personal illness or physical incapacity of the employee

### Section 3

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 paragraph shall not be subject to arbitration.

### Section 4

Except as otherwise required by law, while on unpaid leaves of absence, bargaining unit members shall be required to pay the full cost of their health insurance benefits for themselves and their eligible dependents during the period of the unpaid leave. Failure to pay for the full cost of insurance shall result in discontinuance of such insurance, subject to applicable law.

### Section 5 - Personal Leave

Full-time bargaining unit members shall be permitted absences, without loss of pay and with deduction from sick leave accumulation, up to a total of not more than five (5) days in any school year for any or all of the five reasons listed below.

1. In the event of serious illness or death of spouse, father, mother, son, daughter, grandfather, grandmother, grandchild, father-in-law, mother-in-law, sister, brother, sister-in-law, brother-in-law, uncle, aunt, or child related by blood, marriage, or member of his/her immediate household not to exceed three (3) days in any contract year.
2. Holy days, not to exceed three (3) days in any contract year, that are mandated by an established religion as a non work day.
3. Quarantine.
4. Absence of spouse for birth of child to spouse not to exceed two (2) days in any contract year. Absence for parent for adoption of child not to exceed two (2) days in any contract year.
5. Temporary absence for personal reason limited to situations not under the control of the employee and similar, in severity, to those listed above, which make such absence from service necessary. The Superintendent or his/her designee must give prior approval. Such approval shall not be unreasonable withheld.

Except as described below, bargaining unit members must file the Confidential Leave Form with the Superintendent or his/her designee at least 4 work days prior to the start of the requested leave. An employee who has taken personal days on an emergency basis, must, upon the date of his/her return from the day(s) of absence file the Confidential Leave Request Form. Failure to file the Confidential Leave Request Form will render the leave unauthorized and will mean loss of pay for that/those day(s).

## ARTICLE X WORKERS' COMPENSATION

The Board will follow all applicable laws regarding worker's compensation.

## ARTICLE XI WORKDAY AND WORK YEAR

- A. It is mutually understood and agreed that the normal work day/work week for any employee will vary from time to time subject to the requirements of the job as directed by his/her Superintendent or his/her designee. Reasonable amounts of overtime shall be required. If the Superintendent or his/her designee decides to make a permanent change to the member's work day/work week, he/she will use his/her best efforts to meet with the member in advance to discuss any change in the member's regular work day/work week.

When and if, in the sole discretion of the Superintendent, the entire district closes for the day for inclement weather, including the central office and all programs (which has occurred rarely when, by way of example, the Governor declares a state of emergency), twelve month employees shall not be expected to appear for work and shall not suffer loss of pay for that day.

- B. The work year for school year CDAs is the school year and additional days, which totals 187 days.
- C. The work year for full-year CDAs shall be 52 weeks, excluding applicable holidays and vacation days.
- D. The work day for full-time CDAs is currently seven hours a day. CDAs, as part of basic job responsibilities, shall attend at least one two hour evening or after school open house or parent event each year as directed by Administration.
- E. The parties recognize the Board's unilateral right to establish the work day and work year in the best interests of the school system. Should the Board adjust the work day or the work year, the compensation of effected CDAs shall be adjusted on a pro-rata basis.

- F. The schedule of hours shall be set by the Administration. Bargaining unit members who are scheduled to work seven continuous hours shall be entitled to at least a half an hour lunch break, without pay.
- G. Any reference in this Agreement to "day" shall also include the equivalent in hours. If a bargaining unit member's workday changes, the hours worked shall be treated retroactively as full days. (e.g. if a bargaining unit member was working 7 hours daily and had 10 sick days accrued or 70 sick hours and then the bargaining unit member began working 8 hours daily, he/she would still have 10 sick days accrued (or now 80 hours). If less than full days were used, for example, the member had 72 hours before converting to an eight hour day, he/she shall have 10 sick days and two hours).

ARTICLE XII  
NOTICES AND ANNOUNCEMENTS

All official circulars from the Superintendent's Office and from the Board which are intended for the information of the bargaining unit members shall be posted on school bulletin boards or distributed electronically so as to be available to them as soon as possible upon receipt in the schools. Copies of these circulars, after a reasonable posting time, shall be filed in each school or in an electronic system so that they continue to be available to the bargaining unit members as needed for their effective period. A copy of any notice, directive, or bulletin, relating to CDAs generally or to any substantial group of CDAs shall be sent to the Federation president/Federation office. The above Article shall not be subject to the grievance procedure.

ARTICLE XIII  
DISCIPLINE/DISCHARGE

No employee shall be disciplined or discharged without just cause. Verbal warnings (which include any letter not copied to the personnel file) shall not be subject to the grievance procedure.

Disciplinary actions shall normally follow this order:

- a. Verbal warning reduced to writing;
- b. Written Warning,
- c. Suspension without pay;
- d. Discharge or demotion

Any of the above steps may be omitted depending on the severity of the discipline required.



ARTICLE XIV  
ASSIGNMENTS AND OPPORTUNITIES

Section 1

By June 15<sup>th</sup> of each year, the Administration shall send to each school all known vacancies within the bargaining unit, with a copy to the Federation. On or before June 30<sup>th</sup> of each year, bargaining unit members are welcome to provide preferences, in writing, to the Director of Staffing and the Assistant Superintendent for Early Literacy and Family Engagement (or his/her designee). Such preferences related to assignments for the next year may indicate preference related to location, and/or shift/hours of work. The Administration will consider all preferences timely received before making assignment changes pursuant to Section 2.

Section 2

Before the start of the new student year, in August or September, each bargaining unit member shall be informed of his/her home school location for that school year. The Administration shall determine assignments in its sole discretion. If not informed of an assignment change, the bargaining unit member shall continue with the former assignment. Assignments for the new student year, as discussed in Section 1 and Section 2, shall not be subject to the grievance procedure.

The Federation shall be notified in a timely fashion of any changes in assignments and/or new employees hired by the Board.

Section 3

Where possible, involuntary transfers of home school location shall not be made without the prior knowledge of and discussion with the bargaining unit member concerned. The bargaining unit member shall be notified of the reason(s) for the transfer at least two (2) weeks prior to the effective transfer date, when possible.

If prior notice is not possible, the affected bargaining unit member may request a meeting to discuss the reason for the transfer. Said meeting shall be scheduled within ten (10) working days of the bargaining unit member's request, whenever possible, but in no event later than fifteen (15) working days.

ARTICLE XV  
SENIORITY/LAYOFFS

- 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 accrue during all authorized leaves of absence with pay and during paid sick leave. Seniority shall freeze during all leaves of absence over thirty (30) days that are authorized without pay or any unauthorized leave, in accordance with law.
- 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. In the event that the Board reduces the bargaining unit workforce, layoffs shall occur within classifications (full-time or .5 positions).

Full-time members (10 month employees who work consecutive hours or split shifts) shall be laid-off in reverse order of seniority within certification area. The Board may deviate from seniority for need of specific job qualification(s).

.5 rostered members, if such positions exist, shall be laid-off in reverse order of seniority within certification area. The Board may deviate from seniority for need of specific job qualification(s).

In the case of a layoff, if bumping is required as a result of the language above, the member who remains employed may be placed in any position in the bargaining unit (10 months, consecutive hours or a split position) at the sole discretion of the Administration. If the member does not accept the position offered by the Administration, he/she waives any recall rights.

Further, in the event of a layoff, the Administration will send/deliver the bargaining unit member a notification letter with a copy to the Federation.

- E. Employees laid-off shall be placed on preferential recall list for one year after the date of lay-off. They shall be recalled to available positions on the basis of seniority and qualifications. If an employee is recalled from the list and does not accept said position he/she shall be removed from the list. Employees recalled from layoff do so without loss of any accrued seniority rights and/or benefits. Communication may be via phone at the discretion of the Board. Any member who is laid off must leave his/her phone number with the Director of Staffing.

#### ARTICLE XVI PROBATIONARY PERIOD

No employee shall accrue seniority until he/she has completed his/her probationary period of employment. The probationary period for all new employees shall be one hundred twenty (120) actual working days (excluding any authorized or unauthorized leave). An employee may be disciplined up to and including termination of employment during the probationary period for any reason and shall have no recourse to the grievance procedure provided for in this Agreement. Upon satisfactory completion of the probationary period, the employee's seniority shall become effective from the date of hire.

ARTICLE XVII  
PERSONNEL RECORDS

- A. Limitations on File.  
Official files shall be maintained so that bargaining unit members have a right of access and review of their files. Use of material contained in bargaining unit members' files in disciplinary proceedings shall be subject to review under the just cause standard applicable to such proceedings. No anonymous letters or materials shall be placed in a bargaining unit member's personnel file.
- B. Right to Review File.  
The bargaining unit members shall, upon request to the Office of Talent Management or his/her designee, be given the opportunity, to make an appointment outside of the individual 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. A bargaining unit member shall be permitted to examine and copy any material in his/her personnel file provided that, except for disciplinary records, the employee shall be responsible for reimbursing the Board for the reasonable cost of copying. Upon presentation of written authorization by an employee, a Union steward or a representative of the Union may have access to an employee's personnel file.
- E. Requirement to Sign Critical Material, Upon Request.  
A bargaining unit member shall be provided with a copy of all material that is critical/negative of the bargaining unit member's performance and/or conduct and is placed in his/her personnel file. If requested to sign, the bargaining unit member's refusal to sign such material may be considered insubordinate behavior, as determined in the sole discretion of the Administration. The signing of such material, including any evaluation, shall not be construed as agreement with the material but only an indication of receipt and review thereof. The bargaining unit member shall have the opportunity to comment in writing on such material. Only claims regarding procedural defects, not claims regarding the content of an evaluation, may be submitted to the grievance procedure and only up to the Labor Relations Manager level.

ARTICLE XVIII  
NOTICE OF ARREST

If a bargaining unit member is arrested for a felony or any crime against a person, sexual assault, child abuse or family violence, he/she shall immediately notify the Chief Labor and Legal Officer in writing.

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, in its sole discretion, require a member to submit to a drug/alcohol test.

ARTICLE XIX  
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, in writing, herein.

ARTICLE XX  
SAVE HARMLESS CLAUSE

The provisions of this Article are included in the Agreement for informational purposes only and shall not be subject to the grievance procedure. The Board will follow the law. If the law is revised during the term of this Agreement, the new law will apply and supercede the language provided below.

The Board shall protect and save harmless any bargaining unit member from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to or death to any person, or in accidental damage to or destruction of property, within or without the school building, or any other acts, including but not limited to infringement of any person's civil rights, resulting in any injury, which acts are not wanton, reckless or malicious, provided such bargaining unit member, at the time of the acts resulting in such injury, damage or destruction, was acting in the discharge of his/her duties or within the scope of employment or under the direction of the Board. (Conn. Gen. Stat. Section 10-235).

ARTICLE XXI  
COMPLETE AGREEMENT

It is understood and agreed that this Agreement contains the complete agreement of the parties and that it may be amended or altered only by mutual agreement in writing signed by the parties. The Board and the Federation agree that each had a full opportunity to raise issues, and that all matters to be included in this Agreement have been presented, discussed and incorporated herein or rejected.


ARTICLE XXII  
DURATION

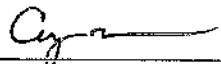
- A. This Agreement shall be effective upon signing and shall remain in effect through June 30, 2026. This Agreement shall be renewed automatically from one year to the next thereafter unless either party notifies the other in writing not more than one hundred and eighty (180) days or less than one hundred and twenty (120) days prior to the termination date that such party desires to modify this Agreement.
- B. Modifications or Amendments: This Agreement may be amended by mutual agreement of the parties. Such modification or amendment must be in writing and must be signed by the Federation President or his/her designee and the Chief Labor and Legal Officer, or his/her designee.

In witness whereof, the parties hereto set their hand:

**For the Hartford Board of Education:**

**For the Hartford Federation  
of Child Development Associates:**

  
\_\_\_\_\_  
Edward Wilson, Jr., Staff Attorney

  
\_\_\_\_\_  
Melissa Mendes, President  
Carey Moses First Vice President of  
HFT

Date: 5/12/23

Date: 5/15/23

Appendix A  
SALARY GRIDS

There shall be step movement for those not on top step effective July 1, 2022, July 1, 2023, July 1, 2024 and July 1, 2025. The grid is increased by 2.0% effective July 1, 2022, 2% effective July 1, 2023, 2% effective July 1, 2024, and 2% effective July 1, 2025, as reflected below. Bargaining Unit Members must be an employee of the District on the day the Municipal Accountability Review Board approves the collective bargaining agreement in order to be eligible for any retroactive pay increases.

2018-2022

Step	S273	Associate's Degree*	Bachelor's Degree**
1	24,865	33,453	39,028
2	26,505	34,122	39,810
3	28,146	34,804	40,605
4	29,785	35,500	41,418

2022-23

Step	S273	Associate's Degree*	Bachelor's Degree**
1	25,362	34,122	39,809
2	27,035	34,804	40,606
3	28,709	35,500	41,417
4	30,381	36,210	42,246

Increases for 2022-2023 only are retroactive to the first work day of the 2022-2023 school year (i.e. August 23, 2022)

2023-24

Step	S273	Associate's Degree*	Bachelor's Degree**
1	25,869	34,804	40,605
2	27,576	35,500	41,418
3	29,283	36,210	42,245
4	30,989	36,934	43,091

2024-25

Step	S273	Associate's Degree*	Bachelor's Degree**
1	26,386	35,500	41,417
2	28,128	36,210	42,246
3	29,869	36,934	43,090
4	31,609	37,673	43,953

2025-26

Step	S273	Associate's Degree*	Bachelor's Degree**
1	26,914	36,210	42,245
2	28,691	36,934	43,091
3	30,466	37,673	43,952
4	32,241	38,426	44,832

\* Refers to an Associate's Degree in Early Childhood Education, Child Study, Child Development or Human Growth and Development

\*\* Refers to a Bachelor's Degree in Early Childhood Education, Child Study, Child Development or Human Growth and Development

Hourly rate –

For 10 month employees – Annual Salary / 187 days (or school year plus 5 days) / 7 hours

BETWEEN  
THE HARTFORD BOARD OF EDUCATION  
AND  
THE HARTFORD FEDERATION OF CHILD DEVELOPMENT ASSOCIATES  
LOCAL NO 1018F, AFT, AFL-CIO.

The Board and the Union agree that if a member is selected as a certified teacher to teach during summer school, such position and work is not the bargaining unit work of this Union and the member shall not be covered by the CDA Union while performing teacher work. No action related to summer work as a certified teacher shall be subject to the grievance procedure contained in the agreement between the Board and the CDA Union.

A member's acceptance of a position as a certified teacher for summer school shall not impact his/her union membership in any regard.

This side letter shall not be part of the contract and is not subject to the grievance procedure.

FOR THE HARTFORD BOARD  
OF EDUCATION

FOR THE HARTFORD FEDERATION  
OF CHILD DEVELOPMENT  
ASSOCIATES, LOCAL NO. 1018F, AFT,  
AFL-CIO

By *Joel Cutler HM*  
Date: *6/19/2013*

By *Jose Alvarez*  
Date: *6/17/13*



SIDE LETTER  
BETWEEN

THE HARTFORD BOARD OF EDUCATION

AND

THE HARTFORD FEDERATION OF CHILD DEVELOPMENT ASSOCIATES  
LOCAL NO 1018F, AFT, AFL-CIO

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 been 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

FOR THE HARTFORD FEDERATION  
OF CHILD DEVELOPMENT  
ASSOCIATES, LOCAL NO. 1018F, AFT,  
AFL-CIO

By

*Neil Cutler*

Date:

6/19/2013

By

*John Johnson*

Date:

6/17/13

