

AGREEMENT

between

THE SUBSTITUTE TEACHERS
CHAPTER NEW HAVEN
FEDERATION OF TEACHERS AFT
LOCAL #933, AFT-CT, AFL-CIO

-and-

THE NEW HAVEN BOARD OF EDUCATION

July 1, 2020 - June 30, 2027

TABLE OF CONTENTS

	<u>PAGE</u>
PREAMBLE	1
ARTICLE I Recognition	1
ARTICLE II Board Prerogatives.....	2
ARTICLE III Fair Practices.....	2
ARTICLE IV Grievance Procedure	3
Section 3 -Definition.....	3
Section 6-Steps.....	3
Section 7 -General Provisions.....	5
ARTICLE V No Strike Provision.....	5
ARTICLE VI Working Conditions.....	6
ARTICLE VII Union Rights	6
Section 7 - Union Security	7
Section 9 - Personnel Files.....	7
ARTICLE VIII Salaries	8
ARTICLE IX Benefits	8
Section 1 - Sick Leave	8
Section 2 - Tuition Assistance	8
ARTICLE X Miscellaneous	9
Section 2 - Medical Examinations	9
ARTICLE XI Duration	9
Section 2 - Signatures	9
APPENDIX A 2020-2027 Salaries.....	10

**AGREEMENT BETWEEN
THE NEW HAVEN BOARD OF
EDUCATION
AND
THE SUBSTITUTE TEACHERS
CHAPTER, NEW HAVEN
FEDERATION OF TEACHERS,
AFT LOCAL #933, AFT-CT, AFL-CIO**

PREAMBLE

Our joint mission is to work to achieve success in the increasingly difficult environment which cities and local boards of education face. We recognize that the welfare of the Board and its employees is dependent primarily upon the service, which the Board renders to its students, their families and the public. Improvements in this service, efficient and economic operations, and control over expenses are promoted by willing cooperation between the Board and the Union and by a commitment from each employee to render honest, efficient and economical service. The spirit of cooperation between the Board and the Union and the Employees represented hereby being essential to efficient operation, all parties will so conduct themselves to promote this spirit - a spirit which includes a commitment to prepare New Haven's students for the future, to be open to change, to be versatile in work responsibilities, and to be dedicated to quality.

**ARTICLE I
RECOGNITION**

Section 1. The New Haven Board of Education (hereinafter the "Board") recognizes the New Haven Federation of Teachers, Substitute Teachers Chapter, AFT Local #933, AFT-CT, AFL-CIO (hereinafter the "Union") as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment for all regularly scheduled substitute teachers employed by the Board.

Section 2. Effective July 1, 2017 The term "regularly scheduled substitute teacher" as used in this Agreement shall mean and include those substitute teachers who work forty-five (45) days in any given school year or who worked forty-five (45) days during the previous school year. The term "regularly scheduled substitute teacher" as used in this Agreement shall not include "student interns," who are part of a college or university internship program, or individuals who substitute for teacher aides.

ARTICLE II

BOARD PREROGATIVES

Section 1. 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 New Haven in all its aspects, including, but not limited to, the following: (a) direct employees; (b) hire, promote, transfer and assign; (c) suspend, demote, discharge, or take other disciplinary actions; (d) relieve employees from duty due to lack of work or for other legitimate reasons; (e) take any action necessary in order to maintain the efficiency of the school system; (f) determine the methods, means, manner, and personnel by which services shall be rendered; (g) prescribe rules for the management, studies, classification and discipline of the public schools; (h) take any actions necessary in situations of emergency; and (i) carry out the responsibility of the Board to the students and citizens of New Haven. In exercising the management rights referred to above, the Board shall be bound by the obligations imposed by law, as well as the responsibilities set forth in this Agreement. The Board of Education may exercise any or all of the foregoing rights or any other right or authority which is set forth in this Agreement either directly, or acting through its managerial or supervisory employees, or acting through others to whom the Board has delegated such responsibility.

Section 2. The right to make reasonable rules and regulations shall be considered an acknowledged function of the Board.

ARTICLE III

FAIR PRACTICES

Section 1. The Board and the Union agree not to unlawfully discriminate in the application of the terms of this contract against any bargaining unit member on the basis of race, religious creed, color, national origin, ancestry, age, sex, sexual orientation, marital status, present or past history of mental disorder, mental retardation, learning disability or physical disability, including but not limited to, blindness. The Board and the Union agree not to discriminate against any employee on account of membership or non-membership or participation in or non-participation in or association with the activities of any labor organization.

Section 2. Disputes under Section 1 of this Article shall not be arbitrable under Article IV (Grievance Procedure, Section 6) hereof, but may be pursued either before the Connecticut Commission on Human Rights and Opportunities or the Connecticut State Board of Labor Relations or such other state or federal administrative agency or court, as may have jurisdiction.

Section 3. Written reprimands and/or suspensions shall be imposed for just cause only and the Union promptly shall be notified of such action.

ARTICLE IV

GRIEVANCE PROCEDURE

Section 1. The Board and the Union agree that the prompt, informal and confidential adjustment and settlement of grievances is encouraged and, therefore, the parties agree to accomplish these purposes by adhering to the procedures outlined herein.

Section 2. Nothing contained herein shall be construed to prevent any individual employee from (1) informally discussing a complaint with their immediate superior or (2) processing a grievance on their own behalf in accordance with the grievance procedure hereinafter set forth.

Section 3. The term "grievance" as used in this Agreement shall mean any asserted violation of any of the specific terms or provisions of this Agreement.

Section 4. As used in this Article, the term "grievant" shall mean (a) an individual grievant, or (b) a group of grievants having the same grievance, or (c) the Union.

Section 5. It is understood by the parties that the intent of having a grievance procedure is to allow the Department to function in an orderly fashion and as such it is expected that all orders shall be followed by all employees. Should a dispute arise, the employee is expected to carry out their assignment without delay and file their complaint in accordance with the procedure outlined in this Article. Failure on the part of an employee to carry out a direct order of a supervisor will be considered insubordination for which appropriate disciplinary action will be taken.

Section 6. **Step 1:** A substitute teacher and a Union representative (if the substitute teacher so desires) shall first discuss the problem with the school official serving as the substitute teacher's immediate administrative supervisor.

Step 2: If the matter is not satisfactorily adjusted within two (2) calendar days after the last discussion, the substitute teacher, with the assistance of a Union representative, shall submit a request in writing within six (6) calendar days to such substitute teacher's immediate administrative supervisor, for a satisfactory adjustment. Such written grievance must be filed within thirty (30) calendar days following the act or circumstances giving rise to the grievance. Such immediate supervisor may request a meeting with the substitute teacher and a Union representative prior to making a decision, but in any event must render their decision, in writing, with copies to the substitute teacher and the Union within six (6) calendar days of the written submission by the substitute teacher.

Step 3: Failing satisfactory settlement within such time limit the grievant may, with the assistance of a Union representative, within six (6) calendar days after receipt of the written decision by their supervisor, appeal in writing to the Superintendent and such writing shall set forth specifically the basis of the grievance. The Superintendent or representative shall meet with the substitute teacher and a Union representative within six (6) calendar days of receipt of such appeal, and shall give their decision in writing to the substitute teacher and the Union within twelve (12) calendar days of such meeting. Such decision shall include the specific justification for the denial of the grievance.

Step 4: If the grievance remains unresolved after Step 3, the Union, the grievant, and the Superintendent or representative shall meet with a neutral party who shall act in the capacity of a mediator in an effort to resolve the grievance. This Step will be used only on a case by case basis when the parties mutually so agree. All discussion at this Step will be inadmissible in arbitration.

Arbitration

(a) In the event a grievance shall not have been settled under the procedures above, the Union may proceed directly to arbitration, which shall be binding, subject to the limitation of the statute.

(b) Notice of intention to request submission to arbitration, must be in writing addressed to the Director of Human Resources, and submission to the American Arbitration Association (hereinafter the "AAA") must be made not later than ten (10) calendar days following the decision at Step 3 or the expiration of the time limits for making such decision, whichever shall first occur. A copy of such notice of intention to submit to arbitration shall be sent to the Director of Human Resources by Registered Mail, return receipt requested. Grievances not appealed within this time shall be considered as withdrawn.

(c) Requests for arbitration must be in writing and contain the following items: (1) signed approval to arbitrate of the Union and the individual employee(s) involved; (2) the Section(s) believed violated; (3) the relief sought; and (4) a statement of the Union's position. In order that both parties may be fully prepared should a case go to arbitration, it is agreed that neither party may amend the Article and/or Sections believed violated after receipt by the Director of Human Resources of the letter requesting arbitration.

(d) The arbitrator's fee and expenses shall be borne equally by the parties to this Agreement. The Employer and the Union shall also share equally the expenses of any and all mutually agreed upon services considered desirable or necessary in connection with the proceedings.

(e) The arbitrator(s) selected in accordance with the procedures described in this Section shall conduct a hearing in New Haven, Connecticut pursuant to the then-current Voluntary Labor Arbitration Rules of the AAA at which the facts and arguments relating to the dispute shall be heard. The arbitrator(s) jurisdiction to make an award shall be limited by the submission and confined to the interpretation or application of the provisions of this Agreement. The arbitrator(s) shall not have jurisdiction to make an award which has the effect of amending, altering, enlarging, deleting or ignoring any provision of the Agreement in effect at the time of the occurrence of the grievance being arbitrated, nor shall the arbitrator have jurisdiction to determine that the parties have amended or supplemented the Agreement, unless such is agreed to as part of the issue to be arbitrated. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration, which is not a grievance as defined herein above, which is within the Board's or Management's exclusive discretion or control, or which is not specifically covered by this Agreement. The arbitrator may not issue declaratory or advisory opinions and shall confine exclusively to the question, which is presented to the arbitrator, which question must be actual and existing. Subject to law, the arbitration award shall be final and binding upon the parties.

(f) The Board will agree to consider with the Union the use of the expedited arbitration procedure of the American Arbitration Association as each case arises.

Section 7. General Provisions.

(a) Any grievance not initiated and/or appealed in accordance with the time limits specified herein shall be deemed waived by the grievant.

(b) Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the grievance to proceed promptly to the next step. The time limits specified at any step may be extended in any particular instance by agreement between the Superintendent or designee and the Union.

(c) Meetings held under this procedure shall generally be conducted on non-school time, at a place which will afford a fair and reasonable opportunity for all persons proper to be present. Persons proper to be present for the purpose of this Article are defined as the grievant, the appropriate Union and Board representatives and witnesses. Union and Board counsel shall be permitted at Step 4. If, at the option of the Board, hearings are held during school hours, persons proper to be present shall be excused without loss of pay.

(d) A grievance arising from the action of an official above the rank of principal will first be discussed with that official and if not resolved may be submitted to the Superintendent or designee and processed in accordance with Step 3 above.

(e) The Union shall have the right to appeal from the disposition of a grievance of any substitute teacher or group of substitute teachers at any step of this procedure in its own behalf.

(f) Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration.

(g) In calculating the number of days, school vacations, including the summer, will be excluded.

ARTICLE V **NO STRIKE PROVISION**

Section 1. The Union agrees that during the length of this Agreement, it will not participate in any slow-downs, job actions or strikes.

Section 2. The Union agrees that any member who violates the provisions of Section 1 of this Article may be disciplined, which discipline may include discharge.

Section 3. The Board agrees that there shall be no lockout of any employee(s) during the life of this Agreement.

Section 4. The Union agrees that it will use its best efforts to cause its member employees, individually and collectively, to perform and render legal and efficient work and services on behalf of the Board.

ARTICLE VI

WORKING CONDITIONS

Section 1. All bargaining unit members shall be scheduled for a duty-free lunch period, equal in length to that set for their respective students.

Section 2. Bargaining unit members shall be provided with access to all necessary instructional materials, equipment, texts, etc. which are necessary to fulfill the lesson plans for the classes they are directed to instruct. Bargaining unit members should not bring valuables onto school property. Personal property which is brought onto school premises with the permission of the building administrator for instructional purposes should be secured in the school office when the bargaining unit member must leave it unattended.

Section 3. Upon the execution of this Agreement preference for all substituting positions shall be offered to members of the bargaining unit before anyone else is assigned to substitute. Any known, and/or expected, long term substituting assignments that are thirty (30) days or longer in duration shall be first given to members of the bargaining Unit before anyone else is assigned to such an assignment, with the appropriate daily compensation effective upon implementation of this Agreement. Members of the bargaining Unit who are given preference for any substituting assignment must meet the school system's, and/or state's, qualifications, guidelines and regulations governing such substitute assignment.

Section 4. To the extent applicable, Workers' Compensation shall be paid in accordance with state law.

Section 5. Roles and Responsibilities

Substitute teachers will be responsible for:

- Managing the classroom environment
- Adhering to lesson plans to facilitate effective learning
- Monitoring and reporting on students' progress and development
- Contributing positively to the learning and development of students
- Differentiating instruction methods and practices to meet the needs of students with varying strengths and weaknesses

ARTICLE VII

UNION RIGHTS

Section 1. The Union shall be entitled to use the bulletin board provided by the Board for its certified employees. Copies of any notice to be posted shall be submitted to the building administrator prior to posting.

Section 2. The Board and the Union shall make available to each other information, statistics, and records, which the Union and the Board agree are relevant to negotiations or necessary to the proper enforcement of this Agreement.

Section 3. If the Superintendent or the Union request a meeting to discuss the administration of this Agreement, such meeting shall be scheduled at a time mutually convenient to both parties.

Section 4. Whenever the parties mutually agree to schedule meetings (i.e. grievance, building, etc.) during the workday, the substitute teachers required to attend shall suffer no loss of pay.

Section 5. The Board shall permit the Union's designated representative to visit the schools to investigate working conditions, substitute teacher complaints, or problems, or for any other purpose relating to the terms and conditions of this Agreement. Upon the representative's arrival, they shall notify the General Office of their presence. If conferences with substitute teachers are necessary, they shall be scheduled so as not to disrupt the substitute teacher's assignments.

Section 6. The Board agrees to make the collective bargaining Agreement available on the District's website.

Section 7. Union Security.

(a) With the date of this Agreement, all bargaining unit employees may join the Substitute Teachers Chapter of the New Haven Federation of Teachers (hereinafter referred to as "NHFT-STC") or pay to the NHFT-STC a voluntary representation fee which shall be no greater than the proportion of Union dues uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance adjustment.

(b) The Board agrees to deduct from the second paycheck each month membership dues, or representation fee, from each bargaining unit employee who submits a written authorization form and shall remit same to the NHFT-STC in a timely fashion. The Union shall notify the Board in writing as to what the yearly (September to June) membership dues, or representation fee, shall be.

(c) The NHFT-STC shall hold the Board and the City of New Haven harmless against any and all claims, demands, liabilities, lawsuits, counsel fees, or other costs which may arise out of, or be by reason of, action taken against the Board as a result of the administration of this provision.

Section 8. All bargaining unit members shall attend two (2) in-service workshops per year, as directed by the Superintendent, and shall be paid for such attendance at their daily rate per day or part thereof. The Board and the Union shall work cooperatively to develop at least one (1) in-service workshop each year whose subject matter is directed specifically to substitute teachers.

Section 9. Personnel Files.

(a) Bargaining unit members shall be apprised by the Board, and its designees, of any complaints against the substitute teacher made by regular classroom teachers, building administrators, parents, etc. and the substitute teacher shall be given the opportunity to answer any such complaints in writing.

(b) Any bargaining unit member shall have the right to examine their personnel file upon written request and said employee shall be given the opportunity to answer any material filed by attaching a written signed response to the material in question.

(c) No derogatory materials shall be placed in the substitute teacher's personnel file without the employee receiving a copy of said material.

ARTICLE VIII

SALARIES

Section 1. Substitute teachers shall be paid in accordance with the salary schedule set forth in Appendix A, which is attached hereto and expressly made a part of this Agreement.

Section 2. Substitute teachers shall initial the weekly Personnel Attendance form before leaving the school each day. Salary payments shall be made by the Board biweekly. When the Friday of a pay week is a workday, paychecks shall be mailed on Thursday. When the Friday of a pay week is a holiday, paychecks shall be mailed on Wednesday.

ARTICLE IX

BENEFITS

Section 1. Sick Leave.

(a) If a substitute teacher leaves their assignment due to illness two (2) or more hours into the workday, said substitute teacher shall be paid their normal rate of pay for one-half (1/2) day.

(b) If a substitute teacher leaves their assignment due to illness four (4) or more hours into the workday, said substitute teacher shall be paid their normal rate of pay for that entire day.

(c) A substitute teacher establishing a pattern of misusing the provisions of subsections (a) and (b), herein above, shall be subject to the disciplinary provisions of Article III (Fair Practices), Section 3, and such substitute teacher may also be removed from the Board's substitute list.

Section 2. Tuition Assistance.

Bargaining unit members who have worked more than one hundred (100) days in the previous school year shall be reimbursed tuition expenses for up to six (6) college credits per school year, provided that these credits lead to a degree, teacher certification, or mastery in an assignment-related subject area, and that prior approval has been secured from the Superintendent or designee.

ARTICLE X
MISCELLANEOUS

Section 1. If any provisions of this Agreement is at any time determined to be unenforceable or to be contrary to law by the State Board of Labor Relations or by a Court of competent jurisdiction, all other provisions of this Agreement shall continue in effect. To the extent that such a provision comprised a mandatory subject of bargaining, the parties agree to enter into mid-term negotiations under the Municipal Employees Relations Act promptly after such provision is declared unenforceable or contrary to law.

Section 2. Medical Examinations.

(a) The Board reserves the right to conduct reasonable medical examinations of its personnel whenever questions arise concerning the ability of an employee to perform the essential functions of their job, with or without reasonable accommodation.

(b) All medical information obtained by the Board through its central office administration shall be kept confidential and provided, strictly on a need-to-know basis, to other administrative or medical personnel.

ARTICLE XI
DURATION


Section 1. The provisions of this Agreement shall be in effect as of July 1, 2020 and shall continue and remain in full force and effect through June 30, 2027.

Section 2. Signatures.

New Haven Board of Education

Substitute Teachers Chapter,
New Haven Federation of Teachers,
AFT, Local 933, AFT-CT, AFL-CIO


Dr. Orlando Carborough III, President
New Haven Board of Education



Leslie Blatteau, President

Date 5/21/2025

Date 5/20/25

APPENDIX A
SALARIES

	DAILY RATE				
	2020-23	2023-24	2024-25	2025-26	2026-27
Non-Certified	\$105.91	\$112.26	\$115.63	\$119.10	\$122.67
Certified	\$109.97	\$116.57	\$120.07	\$123.67	\$127.38
Non-Certified (After 30 days worked in the same position while in the bargaining unit)	\$131.32	\$139.20	\$143.38	\$147.68	\$152.11
Certified (After 30 days worked in the same position while in the bargaining unit)	\$132.65	\$140.61	\$144.83	\$149.17	\$153.65