COLLECTIVE BARGAINING AGREEMENT

By and Between

Stamford Board of Education

and the

UNITED PUBLIC SERVICE EMPLOYEES UNION
Stamford BOE Security Workers
Local 424 - Unit 129

July 1, 2023 through June 30, 2027

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AGREEMENT made by and between the STAMFORD BOARD OF EDUCATION (hereinafter referred to as the "BOARD") and the STAMFORD BOE SECURITY WORKERS, UPSEU (hereinafter referred to as the "UNION").

ARTICLE I
RECOGNITION

Section 1:

The Board hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and working conditions of all employees as certified by the Board of Labor Relations in Decision No. 2867 and No. 5112 employed by the Board in the full time positions of security worker (Hereinafter in this Agreement, the term "employee(s)" means any employee of the Board employed as a security worker. The term "position(s)" means a bargaining unit position).

Section 2:

Unless otherwise provided for herein, the terms of this Agreement shall apply to all employees described in Section 1 of this Article from the date of their respective hiring.

ARTICLE II
UNION SECURITY

Section 1:

The Employer shall provide the UPSEU Labor Relations Representation in writing via email within ten (10) days the following information as it relates to new hires: (1) first & last name; (2) work location/department; (3) pay rate (4) work phone number; (5) work email address; and (6) home address.

In accordance with Conn. Gen. Stat. Section 31-40bb, the above information shall also be provided to the Union for all employees, as well and additionally the following shall be applicable:

- The above information shall be provided in an editable digital file format via Microsoft Excel. If possible, the District shall also provide the information with real-time electronic transmission of new hire date, but no later than ten (10) days after the employee was hired or the first pay period of the month after the employee was hired, whichever is earlier;
- The Union shall be given access to new employee orientations;

- In accordance with and subject to the limitations of Conn. Gen. Stat. Section 31-40bb, the District shall provide the Union with access to the Security Workers, including the right to;
    - Meet with individual employees on the District's premises during workdays to investigate and discuss grievances, workplace related complaints, and other workplace issues;
    - Conduct worksite meetings on the District's premises before and after the workday, and during meal periods, and other paid or unpaid breaks; and
    - Meet with a newly hired employee within the Bargaining Unit, without charge to the employee's pay or leave time, for between 30 and 120 minutes within 30 calendar days after the employee is hired, during orientations, or if the District does not hold orientations, at individual or group meetings.

Section 2:

The BOARD agrees to deduct health insurance premiums, credit union payments, required pension contributions and voluntary retirement contributions through the District's Section 403b and 457 plans from the pay of each security worker who voluntarily authorizes said deductions on an approved form.

The BOARD and the UNION also agree to deduct UNION dues and pension contributions and fees identified as employee payroll overpayments, recovery of such funds due the BOARD from the pay of each Security Worker who voluntarily authorizes said deductions on an approved form. Said deductions shall be subject to reasonable administration regulations and shall be forwarded promptly to the UNION and other proper payees. Deductions will be made as follows:

1. UNION dues and pension contributions shall be deducted on an equal basis from each paycheck.
2. All other optional deductions will be taken from the appropriate paycheck.

Section 3:

The UNION agrees to certify in writing promptly after the ratification of this Agreement by the BOARD of EDUCATION the current rate of membership dues. Thereafter, if the UNION changes its dues, it shall give the BOARD at least thirty (30) days written notice thereof prior to the first deduction thereof.

Section 4:

Any Security Worker desiring to have the Board discontinue deduction of Union dues shall notify the UNION and the BOARD in writing. Any further action on such notification shall be taken in accordance with Conn. Gen. Stat. § 31-40bb

Section 5:

The UNION shall indemnify and hold the BOARD harmless against any and all claims, demands, lawsuits or other forms of liability, including, without limitation attorneys' fees and/or costs that shall arise out of, or by reason of, the enforcement or administration of this article.

ARTICLE III
SENIORITY

Section 1:

At the beginning of each school year, the Board shall furnish to the Secretary/Treasurer of the Union a list of all employees covered by this Agreement in order of their seniority, together with the then current salary of each.

Section 2:

All new employees shall serve a probationary period of one hundred eighty six (186) work days. Upon completion of the probationary period, the seniority of such new employees shall date from the date of hiring. All employees, except probationary employees, shall receive an annual performance evaluation performed by an administrator or supervisor designated by the Superintendent of Schools. Probationary employees shall receive a performance evaluation no later than the expiration of the probationary time period (not later than the 186th work day).

ARTICLE IV
VACANCY AND TRANSFER

Section 1:

All vacancies in any job classification covered by this Agreement shall be posted on-line at the district's website for at least five (5) work days with any posting simultaneously sent to the Union Chief Steward and Secretary/Treasurer. Individuals interested in applying must do so through the on-line application system. With the assistance of the Human Resources Department, the building principal shall first conduct interviews of bargaining unit members who apply and consider prior evaluations, references, and then seniority, before making a decision on filling the vacancy. The resulting vacancy (or, if no qualified members of the bargaining unit apply, the original vacancy) shall then be posted on-line for both internal and external candidates, and the building principal, in consultation with the Human Resources Department, shall fill the vacancy. Any such vacancy to be filled by promotion shall be filled within twenty (20) calendar days after the vacancy shall have been posted, if practicable.

Section 2:

No employee will be transferred during the course of a school year unless it is deemed in the best interest of the school program by the Superintendent after consultation with the Union.

ARTICLE V
HOURS OF WORK

Section 1:

During the life of this Agreement, each member of the bargaining unit shall be required to work one-hundred-eighty-six (186) days each school year, as assigned by the Board. With reference to days off and holidays, employees will not be required to work when school is not in session except as determined by the Superintendent of Schools in his or her sole discretion. Employees may be requested to work additional days, and if said employee agrees he/she will be compensated at his or her regular rate of pay subject to applicable wage and hour laws.

The Board and Union, through their Labor Management Committee (Article XVIII below) will work informally to provide information to employees regarding internal (Board and/or City of Stamford) and external summer employment resources.

Section 2:

The length of the normal work week for members of the bargaining unit has been set at forty (40) hours per week, including a one-half hour paid lunch break daily, during which employees will be subject to call as the need arises. The building administrator, in consultation with the Director of Security, shall schedule a "core day" of seven (7) hours each day, with a schedule beginning at between 6 a.m. and 9 a.m. Employees shall also work an additional five (5) hours weekly on a flexible schedule as set by the building administrator for necessary duties, including home and community visitations, provided that no employee shall work more than nine (9) continuous hours in one day. Building administrators are expected to consult with the Superintendent or his/her designee before scheduling extra work assignments. Employees shall be compensated at the rate of one and one-half times (1.5) their regular pay rate for all hours worked in the bargaining unit position excess of forty (40) hours per week subject to applicable wage and hour laws.

To equalize overtime, during the course of the contract Agreement, members will be called to work overtime on a rotating basis with the most senior member in a building being asked first, and then the next senior member being asked. As future overtime opportunities arise within the same building, the same process will be used until all members working in the same building have had an opportunity to work overtime. Once the seniority list has been exhausted, the most senior member will be offered the opportunity to work overtime. In the event of a need for additional security workers, appropriate administrator(s) or supervisor(s) shall have the right to assign the work to security workers in the building. The administrator(s) or supervisor(s) may also in their sole discretion seek to obtain volunteers from bargaining unit employees from all locations after exhausting the list from the host location. However, in the event of an emergency, the Board may secure security workers to meet the demand.

Substitute employees will not be employed in a specific position for more than ninety school days without posting and filling permanent shift vacancies pursuant to the terms of the Collective Bargaining Agreement. However, substitutes may be used to fill said vacancy during the posting and hiring process.

All members shall use the Kronos system for all work and will swipe in at the start of work and at the end of work.

Section 3:

The Board retains its right to adjust the working hours of employees on staff development half days if the district policy concerning staff development should change.

Section 4:

Whenever the Board decides to officially close a building(s), employees shall remain on duty until released by the building principal.

Section 5:

The job description for security workers shall include home visits as part of the job duties for any member of the bargaining unit. Members of the unit who use their personal automobiles for such visits will receive mileage reimbursement. Members of the unit who do not have a personal automobile will either be provided a vehicle by the district, or will not be required to make such home visits. If a member uses his/her personal automobile for home visits or professional development workshops, he/she shall be reimbursed for travel at the district's defined reimbursement rate.

Job descriptions for security workers shall be supplied to the Secretary/Treasurer of the Union. Any changes to be made in the job descriptions relating to mandatory subjects of bargaining will be negotiated by the Union and BOE.

Section 6:

The Board shall make available to members of the unit the opportunity to participate in Section 457 and/or Section 403b plans available to other employees of the school district.

Section 7:

Employees scheduled to work on a Saturday will receive time and a half from their regular rate of pay. Employees scheduled to work on a Sunday will receive double time from their regular rate of pay. In the event of an early dismissal or late opening due to inclement weather, the Security Workers will be paid for those hours as if they were worked. The Security Workers will be dismissed prior to the normal end of the work day as determined by the Principal or designee based on the needs of the school.

ARTICLE VI
NON-DISCRIMINATION

Section 1:

There shall be no discrimination against by reason of any basis prohibited by law. Any grievance concerning this Article shall terminate at the Board level.

Section 2:

The obligations of this Article shall be subject to review as provided in statute and not through the grievance procedure.

ARTICLE VII
GENERAL PROVISIONS

Section 1: Personnel Files

Each bargaining unit member shall have the right to review the contents of their personnel file, which is maintained at the Human Resources Office. A bargaining unit member may authorize their representative, in writing, to review said file(s). Employees shall be given a copy ("cc Personnel File") of any material relating to their performance which is placed in their file. Should the employee feel such addition to be false and inaccurate, such matter shall be handled in the same manner as the grievance procedure outlined in ARTICLE XII.

Security Workers shall be permitted to submit for inclusion in their personnel files written comments to material relating to their performance, provided that such material is placed in their personnel file. Upon written request, an employee will be provided one copy of the materials in the personnel file, at no cost.

Section 2: Resignations

To resign in good standing, a Security Worker must give the Human Resources Office at least fourteen (14) calendar days prior notice unless the Human Resources Office, because of extenuating circumstances, agrees to permit a shorter period of notice. A written resignation shall be supplied by the Security Worker to the Human Resources Office giving reasons for leaving and the effective date of departure.

Section 3: Protection

The Board shall provide the necessary safeguards from threats or bodily harm to all Security Workers during any work stoppage or interruption by any employees of the Board.

The Board will use its best efforts to provide a safe work area for all Security Workers.

The Board shall protect and save harmless any Security Workers employed by it 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 action resulting in accidental bodily injury to or death of 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 that such Security Worker, at the time of the acts resulting in the injury, damage, or destruction, was acting in the discharge of their duties or within the scope of employment, as set forth in Connecticut General Statutes Section 10-235.

ARTICLE VIII
INSURANCE

Section 1: State Partnership 2.0 Plan

(A) The Board shall offer each unit member the opportunity to participate in the Connecticut State Partnership Plan 2.0 (SPP) for health and dental benefits or to waive medical insurance. The plan benefits shall be as set forth in the SPP, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP.

(B) The premium rates shall be set by the SPP. Participating unit members shall pay the premium cost through payroll deduction as follows:

July 1, 2023 – June 30, 2024	19%
July 1, 2024 – June 30, 2025	19%
July 1, 2025 – June 30, 2026	19.5%
July 1, 2026 – June 30, 2027	20%

(C) The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators impose the HEP non-participation or noncompliance $100 per month premium cost increase or the $350 per participant to a maximum of $1400 family annual deductible, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Board. The $100 per month premium cost increase shall be implemented through payroll deduction, and the $350/$1400 annual deductible shall be implemented through claims administration.

(D) In the event any of the following occur, the Board or the Union may reopen negotiations in accordance with Conn. Gen. Stat. Section 7-473b(c) as to the sole issue of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part.

i) If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or

ii) If Conn. Gen. Stat. Section 3-123rrr et seq. is amended, or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the Board, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or

iii) If there is any material amendment to the ACA that would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan.

iv) If the SPP is revised to create different plan design options. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan.

v) If the Board identifies a cost-effective alternative to the SPP. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan.

(E) In any negotiations triggered under Section 5(A) or Section 5(D) above, as well as negotiations for a successor to this collective bargaining agreement, the parties shall consider the plan in affect as the Board has negotiated with teachers as of January 1, 2017 to be the baseline for such negotiations, and the parties shall consider the following additional factors:

- Trends in health insurance plan design outside of the SPP;
- The costs of different plan designs, including a high deductible health plan structure and a PPO plan structure.

Should such negotiations be submitted to arbitration for resolution, the arbitration panel shall consider the foregoing in applying the statutory criteria in making its ruling.

Section 2:

The Board shall provide group life insurance, including accidental death and dismemberment coverage, for each employee in the amount $50,000 per member per year. The cost of such insurance shall be borne entirely by the Board.

Section 3:

The Board shall provide a safe work environment for its employees in accordance with law.

Section 4:

Any Security Worker may participate in the Board's Flex Spending Accounts for dependent care and health care pursuant to IRC Sections 129 and 125. Unit members' deposits in excess of expenditures in any calendar year will be retained by the district up to the amount of the administrative costs of the Flexible Spending Accounts. Excess forfeitures will be retained by the district subject to the requirements of law.

Section 5:

The Board shall provide dental insurance coverage as a stand-alone option to eligible employees, who may participate in the dental insurance plan alone without participating in the health insurance plan. Such employees shall pay the same premium cost share percentage of the cost of the dental insurance as is set forth above.

ARTICLE IX
LEAVE PROVISIONS

Section 1:

Maternity Disability and Child Care Leave

Family and Medical Leave Act (FMLA) Leave

All Full-Time employees shall be entitled to FMLA leave of absence in accordance with the federal law. Members shall be entitled to up to two (2) days per year for illness in the immediate family, i.e. husband, wife, son, daughter, sister, brother, mother, father or other relatives who are permanent members of the household beyond exhausted FMLA leave of absence. FMLA leave runs concurrently with any paid leave for a qualifying FMLA leave of absence.

Section 2:

a. Employees shall be eligible for a paid bereavement leave of five (5) continuous working days in the event of the death of a spouse, parent, child, brother, sister, grandparent or grandchild; and three (3) continuous working days in the event of the death of a spouse's immediate relative

i.e., parent, brother, or sister, or a son-in-law or daughter-in-law, and one (1) working day in the event of the death of a first cousin, aunt, uncle, niece, nephew or the spouse of a spouse's immediate relative.

b. Additional bereavement leave in connection with required travel or other unusual circumstances shall be granted at the discretion of the Superintendent or his/her designee.

Section 3:

Sick Leave:

Employees shall receive twelve (12) days of sick leave annually, and unused sick leave shall accumulate to a maximum of 180 days.

Unit members shall be entitled to up to three (3) working days in the event of illness in the immediate family, i.e., husband, wife, son, daughter, mother, father, or in the event of illness of a sister, brother or other relative who is a permanent member of the unit member's household. A unit member may use up to five (5) accumulated sick leave days as additional family illness days if available and with the approval of his/her principal or supervisor.

Section 4:

All members of the bargaining unit shall be eligible for the following permitted absences with full pay:

Two (2) days per year for required personal business, including legal reasons.

Section 5:

Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to an absence from duty caused by an accident or injury that occurred while the employee was engaged in the performance of his/her duties. The Board, in the case of injury leave due to a compensable injury as determined by the Workers' Compensation carrier (or appropriate tribunal on appeal), shall supplement the Workers' Compensation payment so that the employee will receive his/her net pay during the absence, up to a maximum of twelve (12) months. Absences attributable to an assault shall be governed by the provisions of Conn. Gen. Stat. Section 10-236a.

Section 6:

Each employee who is absent for three (3) or more consecutive work days shall be required to submit a note from a medical doctor or its equivalent substantiating the employee's absence due to personal illness.

Section 7:

Security Workers may be absent no more than one day per year as required by an individual's religion.

ARTICLE X
SICK LEAVE BANK

A. "Sick Leave Bank" shall be established. The purpose of said bank shall be to help security workers who suffer prolonged absence due to a disabling disease, an accident causing disability, disability arising from complications from pregnancy, or a medical condition causing a prolonged disability, and who have exhausted their own personal sick leave. Security workers with three (3) or more years of completed continuous employment may donate up to two (2) days of his/her sick leave to the "Bank".

B. Only those security workers who donate to the "Bank" will be eligible to withdraw days from the Bank in accordance with the written policy between the security worker and the BOARD. Security workers using sick days from the "Bank" will not be required to replace said days. Any security workers who withdraws from membership in the "Bank" shall not be allowed to withdraw days donated. If the donated days are exhausted during a school year, the "Bank" will be declared open and additional donations up to two (2) days may be made by qualified members. To remain a member in good standing, membership in the "Bank" shall be renewed each year.

C. Any security worker who donates one (1) day shall be authorized to use up to thirty (30) days. Any security worker who has donated two (2) days to the "Bank" for the most recent three (3) consecutive school years shall be entitled to use up to sixty (60) days. Any security worker who has donated two (2) days to the "Bank" for the most recent five (5) consecutive school years shall be entitled to use up to ninety (90) days. Such donations shall be made in June of each year to establish eligibility for the Bank for the succeeding school year. Participating employees may use a maximum number of days over the course of their employment with the Board in accordance with their donation level, i.e. thirty (30), sixty (60), or ninety (90) days respectively.

D. A committee consisting of two (2) members of the UNION and one (1) member delegated by the BOARD shall be established to implement, administer and control the "Bank" in accordance with the written policy between the UNION and the BOARD.

E. This provision is subject to renegotiation should there be a change in the sick bank provision in the collective bargaining agreement with paraeducators.

ARTICLE XI
JUST CAUSE

Section 1:

No employee shall be discharged or otherwise disciplined except for just cause, provided however that the Board shall have the right in its sole discretion to discharge any employee during such employee's probationary period referred to within the body of this Agreement.

Section 2:

All disciplinary actions shall be applied in a fair manner and shall be commensurate with the nature of the infraction for which the action is taken. Notice shall be sent to the Union of any written warning, suspension or termination.

Section 3:

No report of any infraction, whether the same results in disciplinary action or not, shall hereafter be placed in an employee's personnel file and used in any subsequent proceeding against the employee unless the employee shall have been notified of said report and been given the opportunity to respond to it. Members shall be notified of said report(s) by reading the material and affixing his/her signature on the actual copy to be filed, or by administration mailing he material to the member at the last known address on file in the district via traceable delivery method. Said documents must include a courtesy copy (cc) notation denoting copy to personnel file.

ARTICLE XII
GRIEVANCE PROCEDURE

Section 1:

Employees shall have the right to be represented by a Union steward or other Union officer or his or her designee at all levels of the grievance procedure. Any representative of the Union is entitled to participate in grievance hearings at any level.

Section 2:

The purpose of this procedure is to review at the lowest possible administrative level solutions to grievances arising out of an alleged violation, misinterpretation or misapplication of any of the specific terms of this Agreement or of written administrative rules, regulations, directives or Board policy. The parties agree that any proceedings hereunder shall be kept as informal and confidential as may be appropriate at each level of the procedure. "Days" under this procedure shall be calendar days unless otherwise described as "school days."

A. LEVEL ONE: PRINCIPAL OR IMMEDIATE SUPERVISOR

In the event that any employee shall have a grievance, an effort shall be made to adjust the grievance through the employee's immediate supervisor. Not more than thirty (30) school days should elapse before the employee informs his/her supervisor of his/her grievance. If the grievance is not adjusted within seven (7) school days after the supervisor and principal have been informed of the grievance, the Union may take up the grievance at Level Two.

B. LEVEL TWO: SUPERINTENDENT OR DESIGNEE

In the event that the Grievance Committee of the Union is not satisfied with the disposition of the grievance at Level One or in the event that no decision has been rendered within seven (7) school days after the grievance was submitted at Level One, the President of the Union shall file a written grievance with the Superintendent of Schools. Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent's designee shall meet with the aggrieved person and the Union representative in an effort to resolve it. If no resolution of such grievance is reached with the Superintendent or his/her designee, the Superintendent or his/her designee shall answer the grievance in writing within five (5) school days.

C. LEVEL THREE: BOARD OF EDUCATION

Should negotiations between the parties fail to bring about an agreement with respect to the grievance, the Union may, within ten (10) days from the date of the Superintendent's answer, submit the grievance to a hearing before the Board of Education.

The Board of Education shall hear any said grievance appealed to this level within 30 days after a letter requesting the hearing is received by the office of the Board of Education in Stamford.

Said hearing shall be handled in a manner giving the aggrieved employee an opportunity for a full and fair hearing.

If the Union fails to appeal to the Board within said ten (10) day period, the decision of the Superintendent shall be binding on the parties. If the Board, or its representative on each level fails to give its answer within the time limits provided on each level, the grievance shall proceed immediately to the next level. Should the Superintendent fail to answer within the time limit provided in Level Two the matter shall proceed immediately to said hearing.

D. IMPARTIAL ARBITRATION

If the Union is not satisfied with the decision of the Board of Education, the Union may submit the matter to impartial arbitration within ten (10) school days following the day the Union receives the decision of the Board of Education or ten (10) school days following the close of the hearing, whichever occurs sooner. Arbitration shall be heard by an arbitration panel or arbitrator provided

by the American Arbitration Association under its rules and regulations. The findings, decision or award of the arbitrator shall be final, binding and conclusive upon the Board, the Union and any employee who may be involved, and may be enforced by proper action in any court of competent jurisdiction.

The arbitrator so selected shall hold hearings promptly and shall issue a decision in accordance with the rules and regulations of the American Arbitration Association. The arbitrator shall be without power or authority to make any decision or recommendation which requires the commission of an act prohibited by law or which violates, modifies, alters, or changes the terms of this Agreement.

Where the grievance involves an alleged violation, misinterpretation, or misapplication of the terms of this Agreement, the arbitrator may render a decision which is final and binding on the parties; however, where the grievance involves an alleged violation, misinterpretation or misapplication of the rules, regulations, administrative directives or policies of the Board, then the matter shall terminate at the Board level and the grievance shall not be subject to arbitration. Such decision of the arbitrator shall be submitted to the Board, the aggrieved employee, and the chairperson of the Union Grievance Committee. Cost of such arbitration shall be equally borne by both the Union and the Board.

Any of the levels or time limits as set out above may be waived by agreement of both parties to this Agreement. A grievance will be deemed as denied by the Board at any level if the grievance is not answered by the Board's designated agent within the prescribed time limits, unless waived. A grievance will be deemed as settled in accordance with the last position of the Board if the Union does not appeal the grievance to the next level within the prescribed time limits, unless waived.

ARTICLE XIII
INTERRUPTION OF WORK

Section 1:

The Union and members of the Union will not cause, sanction or take part in any strike against the Board whatsoever (whether sit-down, sit-in, sympathetic, general or of any other kind), walkout, picketing (except informational picketing), stoppage of work, retarding of work or boycott, whether of a primary or secondary nature, or any other interference with the operation and maintenance of the schools. The Board will not lock out employees covered by this Agreement.

Section 2:

Any violation of the foregoing paragraph may be cause for disciplinary action by the Board.

ARTICLE XIV
BOARD PREROGATIVES

Section 1:

Except as herein provided for, the Board shall have the sole right to determine all matters affecting the operation or maintenance of its buildings and properties, of the management or administration of the School System and to direct and control the working force, including the exclusive right to hire, evaluate, assign or not assign driving duties, and make transfers for any cause which, in the judgment of the Board, may affect the efficient operation of the schools.

Section 2:

The Board reserves the right to assign security duties to all members of the bargaining unit. Such duties shall be set forth in the job descriptions developed by the Board of Education.

Section 3:

The Superintendent or his/her designee will develop a dress code for members of the unit after consultation with the Union. Such dress code will set forth required clothing that must be worn by security personnel at all times, as well as clothing that may not be worn (e.g., shorts, T-shirts). On or about September 1st of each year, the Board shall provide the following clothing to members of the bargaining unit: five (5) shirts, two (2) sweatshirts, one (1) jacket, and five (5) pairs of pants.

Section 4:

The job description for the position of lead security worker at each high school shall include all current duties of security workers plus additional duties as identified by the Superintendent, with the understanding that security workers will not be responsible for supervising in-school suspension. Prior to making any significant change in these job responsibilities, the Board shall negotiate with the Union under the MERA over the impact of such change. The stipend for the unit members holding the position of Lead Security Worker shall be $5,000.

Section 5:

Offers of employment may be conditions upon satisfactory completion of physical examination subject to applicable law. The Board may require a current member to submit to an independent medical examination in the event of concern(s) regarding the employee's ability to perform the essential functions of the job. Any request for an independent medical examination shall comply with applicable law.

Section 6:

The Board shall not enter into any agreements with individual employees, group of employees, or employee organization regarding any terms or conditions of employment. In the event such an agreement is entered with an employee, group of employees, or employee organization, it shall be deemed null and void.

ARTICLE XV
WAGES

Section 1:

The annual wages of employees covered by this Agreement shall be as set forth in Appendices entitled "Wages" attached hereto and made part of this Agreement. Wages shall be paid by direct deposit with electronic pay information.

Section 2:

Each employee hired on or before June 30, 2016 shall receive a lump sum longevity bonus paid in one lump sum in or about May of each year, as set forth below:

Following completion of 10 years of service $300
Following completion of 15 years of service $400
Following completion of 20 years of service $500
Following completion of 25 years of service $600
Following completion of 30 years of service $700

Section 3:

In the event that an employee receives an overpayment the Board may discuss a repayment plan with the employee through mutually agreed upon deductions. Any claims over two years old may not be automatically recovered.

ARTICLE XVI
TERM AND SCOPE OF AGREEMENT

Section 1:

This Agreement shall become effective and remain in full force upon execution by both parties.

Section 2:

This Agreement shall remain in full force and effect up to and including June 30, 2027. It is understood and agreed that all matters subject to collective bargaining between the parties have been covered herein and that it may not be opened for change in its terms or additions or new subject matter. Negotiations for a successor agreement shall commence as mandated by applicable state statute. Notwithstanding the foregoing, if there be a material change in the provisions of the Affordable Care Act or other related change in state or federal law, the Board may initiate negotiations or the provisions of Article VIII by providing written notice to the Union, and such negotiations shall be conducted in accordance with the procedures of midterm negotiations in the Municipal Employees Relations Act, Conn. Gen. Stat. Section 7-473c(b).

ARTICLE XVII
LAYOFF AND RECALL

Section 1:

Layoff:

a. In the event of a reduction in force of the bargaining unit, the order of layoff shall be as follows:

1. Seasonal and/or Temporary employees
2. Probationary employee
3. Part-Time employees
4 Full-Time employees

The order of layoff shall be by inverse order of seniority.

Section 2:

Bumping: Laid off employees may exercise their classification seniority to bump the least senior employee in their classification. In no event shall a layoff result in an assignment to a higher classification.

Section 3:

Recall:

A RIF'd unit member whose name appears on the list will be eligible for reemployment only until September 1st of the 3rd year after the effective date of his/her layoff. Seniority shall continue to accrue during the period in which an employee has a right to recall. Recall shall be in inverse order of layoff unless the Board has just cause to deviate from that order given the requirements of the position to be filled.

Laid-off employees who wish to be on the recall list shall submit and keep current a resident address and an email address. All employees on the recall list shall be notified of recall by certified mail and by email. Such employees shall have five (5) working days from the mailing date of such notice or from the read-receipt of the email notification to notify the Superintendent or his/her designee of acceptance of the recall, and failure to provide such notification in a timely manner shall constitute a waiver of recall rights under this Article. Laid-off employees notified of recall shall report to work within five (5) working days of receipt of notification. If a laid off employee has secured employment elsewhere, he or she shall be allowed ten (10) working days of time before being required to report to work.

ARTICLE XVIII
LABOR MANAGEMENT COMMITTEE

A. There shall be a joint Labor Management Committee, with representatives of management appointed by the Superintendent, including the Director of Security and a representative of each high school building. There shall also be up to three representatives of the employees appointed by the Union. Each party shall select a contact person to whom information can be sent and with whom scheduling can be arranged.

B. The Labor Management Committee shall meet at least quarterly. Meetings shall be scheduled so as not to interfere with school operations. All labor-management committee and/or labor-management meetings held pursuant to this Article shall not be considered or construed as collective bargaining under the MERA or other applicable law.

C. The Labor Management Committee shall discuss matters of mutual concern such as:

1) health and safety;
2) staff training and development;
3) staff handbook;
4) overtime allocation and record keeping; and
5) design and implementation of performance evaluations;
6) connecting employees to public sector and private sector employers seeking employees with background, experience and/or training of security workers;
7) job responsibilities; and
8) recognition of security workers for exceptional service to the school community.

D. At least three (3) days prior to the scheduled meeting of the Committee, each party's contact person shall submit to the other party's contact person a list of proposed agenda items for the meeting. The contact persons shall confer concerning the agenda and finalize it prior to the meeting. The agenda shall not preclude the Committee from discussing a matter of pressing concern that has arisen since the agenda was developed.

E. Further, upon request of either the Union or the Employer, the parties may schedule a meeting at a mutually agreeable time to discuss any matter of concern relating to working conditions, such as administration of this Agreement, labor-management relations, or efficiency and increased productivity. These meetings shall not be bargaining sessions.

ARTICLE XIX
PENSION

A. Employees hired before December 1, 2013 may consult with the City of Stamford regarding any post-employment benefits (e.g., pension benefits) to which employees may be entitled. The Board does not have the authority to offer or negotiate any such benefits. Should the Union or an employee seek an accounting of pension funds or a description of individual retirement benefits, the Board will forward such request to the City for its action. Security guards hired on or after December 1, 2013 shall not participate in the City pension plan.

B. Effective July 1, 2024, employees not participating in the City pension plan shall participate in a defined contribution plan established by the Board with the following provisions:

- Employees participating in the defined contribution plan shall contribute four percent (4%) and the Board shall contribute six percent (6%) of wages to the employee's retirement benefit account. Such contributions shall be deposited in the employee's account in equal installments over the year.

- The defined contribution plan shall provide that Board contributions vest immediately.

- The defined contribution plan shall provide that participating employees may not take loans from their retirement benefit account.

- The defined contribution plan shall permit participating employees to make additional contributions to their retirement benefit account up to IRS limits applicable to Section 403b plans.

ARTICLE XX
SAVE HARMLESS AND REIMBURSEMENT

A. Save Harmless: An employee shall not be held responsible for loss, within the school, of school property or children's property, provided such loss was not due to an intentional act or negligence on the part of the employee, and that such loss occurred while acting in the discharge of the employee's duties within the scope of employment and/or under the direction of the Board.

B. Reimbursement: The Board will reimburse employees, in any amount not to exceed a total of four hundred dollars ($400.00) in any school year, for loss or damage, or destruction, while on duty in the school grounds, of personal property of a kind normally worn to or brought into school, when the loss is not due to any intentional act or negligence of the employee's part, to the extent that such loss is not covered by insurance.

C. Any claims for reimbursement under this clause must be submitted to the Principal, or appropriate Administrator, in writing within seven (7) calendar days after said loss occurred, and must set forth the circumstances in detail, the nature of the property, purchase price, extent of loss, evidence of value, and such other relevant data as the Board may require.

ARTICLE XXI
SAVINGS CLAUSE

In the event that any Article, Section, or portion of this Agreement is declared invalid by agreement, Statute, or legal process, then such Article, Section, or portion specified to be invalid shall be deleted. However, the remainder of this Agreement shall remain effective. Upon a determination of invalidity, either Party shall have the right to initiate negotiation upon that Article, Section, or portion.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their proper officers hereunto duly authorized and their seals affixed hereto as of the date and year first above written.

STAMFORD BOARD OF EDUCATION

Jackie Heftman 2/5/24

By: Jackie Heftman Date
Its President

UNITED PUBLIC SERVICE EMPLOYEES UNION (UPSEU), STAMFORD BOE SECURITY WORKERS

12/15/23

By: Kevin Boyle, Jr. Date
UPSEU President

Alvin Frager 12/22/23

By: Alvin Frager Date
Unit President

APPENDIX A
WAGES
2023-2027

2022-23 STEP #	2023—27 Step #	2023-24	2024-25	2025-26	2026-27
1					
2					
3					
4	1	$41,387	$41,387		
5	2	$42,976	$42,976	$42,976	$42,976
6	3	$44,671	$44,671	$44,671	$44,671
7	4	$46,284	$46,284	$46,284	$46,284
8	5	$49,120	$50,348	$48,946	$48,946
	6			$51,607	$53,026

All employees on steps 1-3 in 2022-23 shall move to the new step 1 in 23-24. Employees on steps 4-7 in 2022-23 shall advance one step and then the schedule will be re-numbered 1-5. Employees not on maximum step shall advance one step subject to the terms of the Agreement in 2024-25 through 2026-27.