

COLLECTIVE BARGAINING AGREEMENT

STAMFORD BOARD OF EDUCATION

and

**THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
AMALGAMATED LOCAL 145**

SECURITY WORKERS

July 1, 2016 through June 30, 2019

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AGREEMENT made by and between the STAMFORD BOARD OF EDUCATION (hereinafter referred to as the "BOARD") and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter referred to as the "UNION") Amalgamated Local 145.

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 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:

It shall be a condition of employment that all employees of the Board covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement, shall, on the thirty-first (31st) day following the effective date of this Agreement become and remain members in good standing in the Union. It shall also be a condition of employment that all employees who are covered by this Agreement and hired on or after its effective date shall on the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union. An employee may, in lieu of becoming a member of the Union, authorize withdrawal from his/her salary, an amount equal to the service fee to be paid to and as set by the Union in accordance with applicable law concerning service rates.

The Board shall notify the Union within ten (10) business days of all new hires. At the time of hire, the Union will inform the new hires of the terms and conditions of this Article and the Board shall notify the new hires the Collective Bargaining Agreement is available on the Board's web-site. The Board shall also notify the Union promptly of all employees leaving employment.

In the event an employee fails to apply for or maintain membership in the Union as required in this Agreement, the Union may give the Board notice of this fact and within ten (10) work days after receipt of such notice and after conferring with the Union, the Board shall take appropriate action to enforce the provisions of this Article.

Section 2:

The Board agrees to deduct credit union payments, U.S. Savings Bonds and voluntary retirement contributions from the pay of each employee who voluntarily authorizes said deductions on an approved form. The Board also agrees to deduct Union dues and representation fees as described in Article 2. 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 or representation fee 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 this Agreement becomes effective the current rate of Union dues and service fees, if necessary. Thereafter, if the Union changes its dues and service fees, it shall give the Board at least thirty (30) days written notice of the change prior to the first deduction at the changed rate.

Section 4:

Any employee desiring to have the Board discontinue deductions previously authorized (except Union dues or representation fee) must notify the Board in writing by September 15th of each year or be bound for that school year. This limitation shall not apply to credit union transactions.

Section 5:

The Union agrees to indemnify and hold the Board harmless against any and all claims, demands, suits or other forms of liability including attorneys' fees and the cost of administrative hearings that shall or may arise out of, or by reason of action taken by the Board for the purpose of complying with, the provisions 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).

Section 3:

All employees promoted during the term hereof shall be deemed to be serving a probationary period in the new position for a period of ninety (90) work days after the promotion. Promotion as used in this Agreement refers to promotion to the position of Lead Security Worker. Should an employee be unsuccessful during such probationary period, he or she shall be returned to his or her former position or a similar position. Because an employee could possibly bump back

into a position, the Board cannot hire a permanent replacement for ninety (90) days. The Lead Security Worker seniority shall be based on the date of hire.

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) 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 XVI 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.

ARTICLE VI
NON-DISCRIMINATION

Section 1:

There shall be no discrimination against employees or applicants for employment on account of race, creed, color, national origin, sex, sexual preference, marital status, physical handicap or any political or union affiliation or any other basis prohibited by law. This policy shall apply to all personnel actions including but not limited to recruitment, hiring, promotion, demotion, transfer, layoff, recall or disciplinary action. The Board shall pay equal pay for equal work, regardless of sex.

Section 2:

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

ARTICLE VII
INSURANCE

Section 1:

A. Pending implementation of the provisions of Section 5 below, the hospital, medical and major medical benefits shall be provided in accordance one of the following plans:

- (1) Teachers' Health Insurance Plan - (THIP) – (The current medical administrator and prescription drug claims' administrator for THIP are Cigna HealthCare and Express Scripts, Inc., respectively.):

- a. **Benefits**

Benefits under this PPO Plan shall be as set out in full in the Plan Document, which Plan Document shall control. The plan shall require unit members to follow certain rules and procedures as established by the plan to receive full benefit plan coverage, provided that there shall not be a gatekeeper provision.

- b. **Premium Contribution**

The required unit member contribution toward premium cost is set at eighteen percent (18%) of premium cost for enrollment in the PPO health insurance plan.

- (2) Comprehensive Major Medical Plan with the following features: The premium share costs will be set by the Board, provided that it shall not exceed the premium cost share percentage of the PPO plan.

	<u>In-Network</u>	<u>Out of Network</u>
Deductibles:	\$200/\$400/\$500	\$500/\$1000/\$1500
Coinsurance:	80%/20%	70%/30%
Out of Pocket Limits:	\$1000/\$2000/\$2500	\$3000/\$6000/\$8000

The Comprehensive Major Medical Plan will not be available to any new participant beginning in the 2013-2014 school year.

- B. A couple, as defined in the Agreement, may choose to hold single, on-one, or family coverage. In addition, one member of the couple may select no coverage because he/she is otherwise covered by the identified spouse. Changes during the year will be permitted only if a "Qualified Life Event," as enumerated and defined in IRC Section 125 and Connecticut General Statutes, as those statutes may be amended, occurs. Plan changes must be elected within thirty (30) days of the Qualified Life Event. Changes then requested must be on account of and consistent with the Life Event. Pursuant to IRC Section 125 and Connecticut General Statutes, Qualified Life Events are as defined as follows:

- (1) The unit member's marriage or divorce.
- (2) The death of the unit member's spouse or dependent.
- (3) The birth or adoption of a child of the unit member.
- (4) Termination of employment or commencement of employment of the unit member's spouse.
- (5) The unit member or spouse switches from full-time to part-time or part-time to full-time employment.
- (6) The taking of an unpaid leave of absence by the unit member or spouse.
- (7) Separation from service.
- (8) A significant change in the cost of the plan, which causes a corresponding increase in the unit member's contribution during the plan year.

- (9) A significant change in the health coverage of the unit member or spouse due to the spouse's employment.

If unit members wish to change medical plan options as a result of a Qualified Life Event, they may do so without any imposition of pre-existing condition limitations or medical evidence requirements.

- C. A comprehensive utilization management program shall be a part of the insurance program, providing for pre-certifications of all hospitalizations and surgeries, concurrent review, discharge planning and large case management. There will be a 20% non-compliance penalty. The non-compliance penalty shall be capped at \$1,000 per year.

D. Dental

Dental Maximum Benefit per calendar year \$1,500.

Type A Service payable at 100%

Type B Service payable at 80%

Type C Service payable at 60%

Dental Deductible:

Individual \$50

Family \$100

Orthodontic Limit Lifetime Maximum Class IV \$750

No deductible other than standard dental deductible.

This plan shall include a Passive PPO feature.

The premium contribution of any unit member seeking to enroll only in the dental plan (i.e., a unit member who has elected the waiver of medical insurance) shall be fixed at the same amount as the premium contribution of unit members enrolled in the Comprehensive Major Medical plan.

E. Prescription Drug CoPays

The prescription drug benefits under the PPO health insurance plan and the Comprehensive Major Medical Plan shall be as follows:

1. The formulary prescription drug copay shall be \$10.00 for generic prescription drugs, \$25.00 for preferred brand prescription drugs, and \$45.00 for non-preferred brand prescription drugs in 2013-2014.

The formulary prescription drug copay shall be \$10.00 for generic prescription drugs, \$25.00 for preferred brand prescription drugs, and \$45.00 for non-preferred brand prescription drugs in 2014-2015.

The formulary prescription drug copay shall be \$10.00 for generic prescription drugs, \$30.00 for preferred brand prescription drugs, and \$45.00 for non-preferred brand prescription drugs in 2015-2016.

2. The mail order prescription drug copay shall be (1) times the applicable formulary prescription drug copay for a ninety (90) day supply for generic and two (2) times the applicable formulary prescription drug copay for a ninety (90) day supply for brand.

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:

State Partnership 2.0 Plan

- (A) Promptly upon ratification of this Agreement, the Board shall make application to the State to admit this bargaining unit to the SPP. Should the Board's application be rejected and reconsideration be denied, the parties shall commence negotiations over a successor insurance plan in accordance

with Conn. Gen. Stat. Section 7-473c(b), and Section 5(E) shall govern such negotiations.

Commencing at the beginning of the month as soon as practicable after acceptance of the bargaining unit into the State Partnership 2.0 Plan, the health insurance plan set forth in Section 1 shall terminate, and on an annual basis 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 eighteen percent (18%) of the premium cost through payroll deduction.
- (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 Association 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 the cost of medical insurance plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act ([ACA; P.L. 111-148], as amended, inter alia, by the Consolidated Appropriations Act of 2016 [P.L. 114-113]) and/or 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.
- (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.

ARTICLE VIII **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 or sister; and three (3) continuous working days in the event of the death of a grandparent, grandchild or 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 100 days. Employees hired as community liaison workers prior to July 1, 1994 shall receive fifteen (15) days of sick leave annually and unused sick leave shall accumulate to a maximum of one-hundred-eighty-two (182) days.

Section 4:

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

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

2) 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.

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.

ARTICLE IX
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 the 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 X **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.

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 XI **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 XII **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). The Board shall loan 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. Lead Security Worker position shall be posted annually and the position shall be awarded after posting and an interview process to be conducted by Human Resources Department. The position will be awarded for a three-year term and selection shall include preference to provide opportunities for members who have not held the position in the past. No member shall have the ability to serve more than two concurrent terms unless positing fails to provide adequate applicants. 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 \$2,500.

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.

ARTICLE XIII
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.

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 after July 2010, the Board may automatically recover such overpayment through payroll deduction. Any claims over two years old may not be automatically recovered.

ARTICLE XIV
TERM AND SCOPE OF AGREEMENT

Section 1:

This Agreement shall become effective and remain in full force upon execution by both parties. Provisions regarding wages shall be retroactive to July 1, 2016 in accordance with the Appendices entitled "Wages."

Section 2:

This Agreement shall remain in full force and effect up to and including June 30, 2019. 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, effective July 1, 2018 or earlier should 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 VII 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 XV
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. Probationary employee
2. Based upon seniority

The order of layoff shall be by 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:

Laid off employees shall retain recall rights for a period of eighteen (18) months or for the length of their seniority, whichever is less. 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. Notice of recall shall be sent via certified mail, return receipt requested, to the laid off employee at his last known address at least two (2) weeks in advance of the date the employee is expected to return. An laid off employee who fails to respond to the notice of recall or who refuses a recall shall lose his recall rights. Failure of a laid off employee to respond within five (5) days of receipt of notification of recall shall be deemed a refusal. The Board must receive the laid off employee's response within five (5) days of the receipt of notification to qualify for recall.

ARTICLE XVI
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.

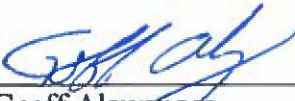
ARTICLE XVII

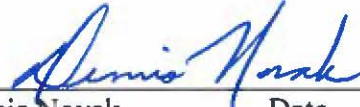
PENSION

Employees 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 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.

STAMFORD BOARD OF EDUCATION

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, AMALGAMATED LOCAL
145

 2/7/17
By: Geoff Alswanger Date
Its President

 1/27/17
By: Dennis Novak Date
Teamsters Local 145, Secretary/Treasurer

APPENDIX A
WAGES
2016-2019

STEP	2016-17 retroactive to 7/1/16	2017-18	2018-19
1	\$32,489	\$33,302	\$34,134
2	\$33,939	\$34,787	\$35,657
3	\$35,396	\$36,281	\$37,188
4	\$36,850	\$37,771	\$38,715
5	\$38,264	\$39,221	\$40,201
6	\$39,756	\$40,750	\$41,768
7	\$41,209	\$42,239	\$43,295
8	\$42,667	\$43,733	\$44,827

Schedule above reflected general wage increase of 2.5% in each year of the contract, starting on July 1, 2016. Employees not on maximum step shall advance one step subject to the terms of the Agreement.