

COLLECTIVE BARGAINING AGREEMENT  
STAMFORD BOARD OF EDUCATION

and

INTERNATIONAL UNION,  
SECURITY, POLICE AND  
FIRE PROFESSIONALS OF AMERICA  
(SPFPA), Amalgamated Local 502

July 1, 2010 - June 30, 2013

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AGREEMENT made this twenty-eighth day of September by and between the STAMFORD BOARD OF EDUCATION (herinafter referred to as the "BOARD") and the INTERNATIONAL UNION, SECURITY, POLICE AND FIRE PROFESSIONALS OF AMERICA (herinafter referred to as the "ASSOCIATION"), Amalgamated Local 502.

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 and community liaison worker (Hereinafter in this Agreement, the term "employee(s)" means any employee of the Board employed as a security worker or a community liaison 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's.

ARTICLE II  
ASSOCIATION SECURITY

Section 1:

As a condition of employment, all employees covered by this Agreement, shall become members of the Union, and remain members of the Union in good standing during the term of this Agreement. 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.

## 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 Association agrees to certify in writing promptly after this Agreement becomes effective the current rate of Association dues and service fees, if necessary. Thereafter, if the Association changes its dues and/or 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 of the Union a list of all employees covered by this Agreement in order of their seniority, together with the then current step of each.

Section 2:

All new employees shall serve a probationary period of 186 work days. Upon completion of the probationary period, the seniority of such new employees shall date from the date of hiring.

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. 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 Security Worker Supervisor seniority shall be based on 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. Any such vacancy to be filled by promotion shall be filled within ten (10) 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 all administrators involved.

ARTICLE V  
HOURS OF WORK AND WORKING CONDITIONS

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. 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.

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 hours each day, with a schedule beginning at between 6 a.m. and 9 a.m. Employees shall also work an additional five 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 continuous hours in one day. Building administrators are expected to consult with the Superintendent or his/her designee before scheduling such additional work assignments. Employees shall be compensated at the rate of one and one-half (1 Vfc) times their regular pay rate for all hours worked in excess of forty (40) hours per work week.

To equalize overtime, during the course of the contract, 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, management shall 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, management may secure security workers to meet the demand.

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.

Section 6:

The Board shall make available to members of the unit the opportunity to participate in tax-sheltered annuity 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 on any 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 gender.

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. Members of the bargaining unit shall have the right to participate in the PPO Plan to the extent and on the same terms as is provided under Article 6 of the contract between the Board and the Stamford Education Association, effective July 1, 2004. This health coverage shall include the following plan design changes:
  1. Doctor co-pay increased to \$ 15;
  2. Emergency room co-pay increased to \$50.
  3. Hospital confinement co-pay increased to \$100.
  4. Formulary prescription drug co-pay as follows:
    - a. Formulary prescription drug co-pay of \$5 for generic prescription drugs, \$15 for preferred prescription drugs, and \$25 for non-preferred prescription drugs; and
    - b. Mail order formulary prescription drug co-pays of one and one-half times retail co-pay, or \$7.50 for generic prescription drugs, \$22.50 for preferred prescription drugs, and \$37.50 for non-preferred prescription drugs.
- b. PPO Plan (Anthem or HealthNet) Contributions:
  1. Members of the bargaining unit shall contribute 13 percent (13%) of the cost of health insurance coverage the year commencing July 1, 2010.
  2. Members of the bargaining unit shall contribute 14 percent (14%) of the cost of health insurance coverage for the year commencing July 1, 2011.
  3. Members of the bargaining unit shall contribute 15 percent (15%) of the cost of health insurance coverage for the year commencing July 1, 2012.
- c. Members of the bargaining unit shall have the option of participating in the Comprehensive Major Medical Plan ("Comp Plan"). The Comp Plan shall have the following plan design and premium contribution features:

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

2010-11: The required unit member contribution toward premium cost is set at no more than eight percent (8%) of total premium cost for enrollment in a comprehensive major medical plan.

2011-12: The required unit member contribution toward premium cost is set at no more than nine percent (9%) of the total premium cost for enrollment in a comprehensive major medical plan.

2012-13: The required unit member contribution toward premium cost is set at no more than eleven percent (11%) of the total premium cost for enrollment in a comprehensive major medical plan.

The prescription drug formulary co-pays shall be the same as the PPO Plan (see above).

Section 2:

The Board shall provide group life insurance, including accidental death and dismemberment coverage, for each employee in the amount for \$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 returned to participants on an average basis without regard to the participant's experience.

ARTICLE VIII  
LEAVE PROVISIONS

Section 1:

Family and Medical Leave Act (FMLA) Leave

All Full-time members 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.

Section 2:

- a. Employees shall be eligible to 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 member 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.
- 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 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. Absence attributable to an assault shall be governed by the provisions of Conn. Gen. Stat. Section 10-236a.

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 an Association steward or other Association officer or his or her designee at all levels of the grievance procedure. Any representative of the Association 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.

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, or his/her designee. 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 Association is not satisfied with the decision of the Board of Education, the Association may submit the matter to impartial arbitration within ten (10) school days following the day the Association received 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 Association 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, and make transfers for any cause which 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, including community liaison workers. Such duties shall be set forth in 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 shirts, two sweatshirts, and one jacket.

Section 4:

The job description for the position of Security Worker Supervisor at each high school shall include all current duties of security workers plus additional duties as identified by the Superintendent. Security Worker Supervisor position shall be posted annually and the position shall be awarded after posting and an interview process to be conducted by Human Capital Development. 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 posting 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 \$1,500 in 2010-2011, \$2,000 in 2011-2012 and \$2,500 in 2012-2013.

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 shall receive a lump sum longevity bonus payment. For members hired between July first and December thirty-first, such lump sum payment will be made on the first check of December. For members hired between January first and June thirtieth, such lump sum payment will be made on the first check of May. Payment amount shall be 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 (2) 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 in accordance with the Appendices entitled "Wages."

Section 2:

This Agreement shall remain in full force and effect up to and including June 30, 2013. 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.

ARTICLE XV  
LAYOFF AND RECALL

Section 1:

Layoff: 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. 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/her last known address at least two (2) weeks in advance of the date the employee is expected to return. A laid off employee who fails to respond to the notice of recall or who refuses recall shall lose his/her 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.

ARTICLE XVI  
PENSION

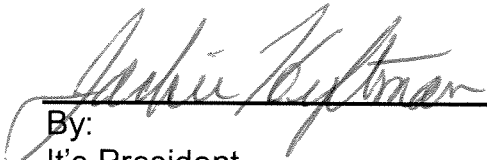
Members shall participate in the Board offered 403B or 457 deferred compensation plans. The Board will facilitate moving the members' funds from the pension plan administered by the City of Stamford into individualized 403B or 457 deferred compensation plans. The rollover of funds from the city plan to the individualized plan shall be done on a tax-free basis in accordance with laws for 403B and 457 rollovers.

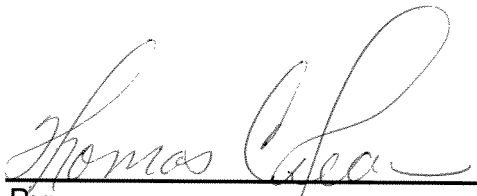
The member will determine the contribution amount as well as the company offered from among the Boards list of providers to his/her 403B or 457.


IN WITNESS WHEREOF, the parties have caused their names to be signed on this day of September 28, 2010.

STAMFORD BOARD OF EDUCATION


INTERNATIONAL UNION,  
SECURITY, POLICE AND FIRE  
PROFESSIONALS OF AMERICA  
(SPFPA)

  
\_\_\_\_\_  
By:  
It's President  
Jackie Heftman

  
\_\_\_\_\_  
By:  
International Representative, SPFPA  
Thomas Hearn

  
\_\_\_\_\_  
Donnovan Prawl, Chief Steward

  
\_\_\_\_\_  
Robbie Jenkins

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APPENDIX A  
WAGES

Security Workers  
And  
Community Liaisons

STEP	2010-2011	2011-2012	2012-2013
1	\$28,709	\$29,283	\$29,869
2	\$29,990	\$30,590	\$31,201
3	\$31,277	\$31,903	\$32,541
4	\$32,561	\$33,212	\$33,877
5	\$33,812	\$34,488	\$35,178
6	\$35,129	\$35,832	\$36,548
7	\$36,414	\$37,143	\$37,885
8	\$37,702	\$38,846	\$39,225

For members not on step 8, there will be one step movement each year.

To compensate for the 2008-2009 and 2009-2010 school years, members will be paid a flat amount to reflect a 2% increase in each of the years when there was no contract settlement. For members who were not hired at the beginning of the school year, the increase will be pro-rated on a quarterly basis. Such payment will be made in one separate check.