



## **AGREEMENT**

*between the*

**AVON BOARD OF EDUCATION**

*and*

**UNITED PUBLIC SERVICE EMPLOYEES UNION**

**SAFETY AND SECURITY SPECIALISTS**

**JULY 1, 2017 - JUNE 30, 2021**

May 30, 2018

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## **ARTICLE 1 - PREAMBLE**

This Agreement is made by and between the Avon Board of Education (the "Board") and UPSEU Safety and Security Specialists Union, (the "Union").

## **ARTICLE 2 - GENERAL CONDITIONS**

**Section 1** - This Agreement has been entered into by virtue of negotiations under Chapter 113, Sections 7-467 through 7-477 of the General Statutes of the State of Connecticut, as amended, in order to fix for its term the wages and hours and other conditions of employment provided herein.

**Section 2** - The provisions of this Agreement shall be in force and effect unless amended in writing by the parties hereto.

**Section 3** - If there is any previously adopted policy, rule or regulation of the Board which is in conflict with any provision of the Agreement, said Agreement provision shall govern during the term of this Agreement. No such provision shall operate retroactively unless indicated.

## **ARTICLE 3 - RECOGNITION**

The Board recognizes UPSEU as the exclusive representative for the purposes of collective bargaining with respect to wages, hours and other conditions of employment for all employees in the unit consisting of all full-time and part-time safety and security specialists employed by the Board in the public school system, and excluding any temporary or substitute employees.

## **ARTICLE 4 - BOARD RIGHTS AND RESPONSIBILITIES**

The Board has and will continue to retain, whether exercised or not, all of the powers specified in Conn. Gen. Stat. § 10-220, which is incorporated herein by reference, and has and will continue to retain exclusively whether exercised or not, all of the rights, powers and authority not specifically relinquished, abridged, or limited by the provisions of this Agreement; it shall have the sole right, responsibility and prerogative of management of all of the affairs of the schools and the direction of the working forces including but not limited to the following:

A. To determine the care, maintenance and operation of its facilities and equipment used for and on behalf of the purposes of the Board of Education.

B. To establish or continue policies, practices and procedures for the conduct of school business, and from time to time, to change or abolish such policies, practices, or procedures, provided the employees are notified in writing of such changes.

C. To employ, transfer, promote or demote employees for good cause, or to layoff, terminate, or otherwise relieve employees from duty for lack of work, budgetary cuts or other legitimate reasons when it should be in the best interest of the Board or of the schools.

D. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the schools provided the employees are notified in writing of such rules.

E. To establish job descriptions and job classifications and, from time to time, change such job descriptions and job classifications, and to ensure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by the employees.

F. To establish contracts or subcontracts for school operations, provided that this right shall not be used for the purposes or intentions of undermining the Union or of discriminating against its members and without reduction in Union or employees' hours.

G. The above rights, responsibilities and prerogatives are inherent in the Avon Board of Education and the Superintendent of Schools and are not subject to delegation in whole or in part.

## **ARTICLE 5 - UNION SECURITY**

**Section 1** - The Board shall deduct Union dues from each Union Safety and Security Specialist's pay, upon written notification to the Board by the Safety and Security Specialist authorizing said deduction.

**Section 2** – Each Safety and Security Specialist covered by this Agreement shall be required, as a condition of continued employment, to become a member of the Union or pay a service fee on or within sixty (60) days of the date of hiring, except that the counting of days will toll during the months of July and August, or the effective date of this Agreement, whichever is later. Said service fee shall be in an amount determined by the Union in accord with applicable law.

**Section 3** - The Board agrees to publish a copy of this Agreement online within thirty (30) days after the Agreement has been approved. New Safety and Security Specialists shall be advised that copies of the Agreement are available online. The UPSEU Office shall receive three (3) signed copies from the Board, within sixty (60) days after the Agreement has been approved.

**Section 4** - The Union agrees to save the Board harmless from any damages, fees, costs or assessments incurred by reason of the carrying out of the deduction provisions of this article, including the claim of an assignment of wages to the Union for membership dues.

**Section 5** - The Union may have the use of one bulletin board for the purpose of posting Union notices and circulars. The bulletin board shall be located in the normal Safety and Security office in each school or building to which Specialists are assigned. Under no circumstances will material of an inflammatory or derogatory nature be allowed to be posted.

**Section 6** - Meetings of the Union must be held on the employee's own time. The Union shall have reasonable access to work locations for purposes of processing grievances or addressing other matters within the scope of union business, provided that such access shall not interfere with the work of any employee, or the safety or security of staff or students. As such, union business shall occur outside of working hours and, if access to a building is required, the union representative shall make an appointment in accordance with standard procedures.

**Section 7** - When grievance hearings, arbitration, or labor board meetings take place during normal work hours, one Safety and Security Specialist in addition to any grievant involved, will be allowed time off with pay to attend said hearings.

**Section 8** - Bargaining shall generally occur outside of working hours. However, in the rare circumstance where bargaining is mutually agreed to be held during regular working hours, the Board agrees that the members of the Union's negotiation committee shall not suffer any loss of pay for attending negotiations.

## **ARTICLE 6 - NON-DISCRIMINATION**

The Board agrees that it will not discriminate in the hiring of Safety and Security Specialists or in their training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise because of race, color, creed, national origin, marital status, sex, age or Union activity. This section may only be grieved up to Level 2, the Superintendent Level, of the grievance procedure.

## **ARTICLE 7 - NO STRIKE OR LOCKOUT**

The Union agrees that differences or disagreements shall be resolved by peaceful and appropriate means without interruption of the school system. The Union, therefore, agrees that it will not, during the term of this Agreement or any extension thereof support or authorize a strike, work stoppage, work slowdown or other concerted refusal to perform work. It is equally agreed that the Board of Education shall not engage in any lockout of employees.

## **ARTICLE 8 - 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 specific 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.

## **ARTICLE 9 - WORK SCHEDULE**

**Section 1** - Employee's normal work year shall be all the student days in the school calendar. Employees shall be assigned to work up to 37.5 hours in one workweek. It is mutually understood and agreed that the normal workday/workweek may vary from time to time subject to the requirements of the job as determined by management.

**Section 2** - Employees shall have a 30 minute unpaid lunch each day. If the Director of Security or the Principal directs an employee to work through lunch, the employee shall be paid for time worked.

### **Section 3 - Overtime.**

- A. Time and one-half (1½) shall be paid for all hours worked in excess of forty (40) hours per week.
- B. To be eligible to work overtime on any workday, a Safety and Security Specialist must work his or her regular schedule that workday. To be eligible to work weekend or holiday overtime, a Safety and Security Specialist must work the last regular workday before the weekend or holiday.
- C. If schools are closed or opened prior to the regularly scheduled time due to any emergency or necessity, employees can leave or be called to their work assignments at a time that is determined only by the Superintendent of Schools or his/her Central Office designee. Bargaining unit members who are released early by the Superintendent of Schools shall receive no loss of pay. Employees reporting to work after a delayed opening will make every effort to be at their work station on time, but no later than 20 minutes before children are scheduled to arrive at school. However, the employee will suffer no loss of pay as a result of a delayed opening.

**Section 4** - A full-time Safety and Security Specialist is defined as a Safety and Security Specialist who regularly works thirty (30) hours or more per week. Part time employees are those who are regularly scheduled to work less than 30 hours per week.

## **ARTICLE 10 - SENIORITY**

**Section 1** - The Board shall establish a seniority list and this shall be brought up to date at the beginning of each school year. Any Safety and Security Specialist may obtain a copy of the seniority list by requesting it from the Superintendent or his or her designee. Seniority is defined as continuous length of service within the bargaining unit.

**Section 2** - New employees shall be considered probationary for a period of sixty (60) school days from the date of hire, and shall have no seniority rights. Such employees may be discharged at will during this probationary period and such discharge shall not be subject to the grievance or arbitration procedure. Once the probationary period is successfully completed, seniority and sick days shall be retroactive to the date of hire.

Notwithstanding the above, new employees shall be eligible for health insurance after sixty (60) work days. After the successful completion of sixty (60) work days, insurance benefits shall thereafter be granted the first day of the following month.

**Section 3 - Vacancies**. When a vacancy exists in the security division it shall be posted for five (5) working days. Should two or more candidates for a position possess equal qualifications and experience, the internal candidate with the most seniority, qualifications and experience shall be selected.

**Section 4** - "Vacancy" as used in this Article is defined as a permanent opening in a position. The Board reserves the right to fill temporary positions with non-union substitutes.

## **ARTICLE 11 - LEAVE**

**Section 1 - Sick Leave**. All employees covered by this Agreement shall accumulate one hour of sick leave for every 40 hours worked, not to exceed six (6) sick days in a school year. Effective July 1, 2018, employees may accumulate up to six (6) days of sick leave and shall be permitted to carry over no more than twenty-four (24) days of sick leave from year to year. In the event of an extreme hardship, the Board, with the Superintendent or his or her designee's recommendation, may grant up to thirty (30) additional sick days. In the event of an absence for illness in excess of three (3) or more consecutive days, the Superintendent or his or her designee may request the filing of a doctor's certificate, or if the Superintendent or his or her designee believes there is an abuse of the sick leave, he or she may require an examination by the District Physician. Employees may use up to three (3) sick days per year to care for illness of a family member.

**Section 2 - Holidays**. Effective July 1, 2018, full time Bargaining Unit Members shall be entitled to the following paid holidays:

1. Labor Day (Only if School is in Session prior to Labor Day)
2. Columbus Day

3. Thanksgiving
4. Christmas Day- December 25
5. New Year's Day
6. Martin Luther King Day
7. President's Day
8. Good Friday
9. Memorial Day

Paid holidays occurring on Saturday shall be observed on the preceding Friday, provided there is no school on said Friday. Paid holidays occurring on Sunday shall be observed the following Monday, provided there is no school on said Monday.

In the event a holiday occurs when school is in session and the employee is scheduled to work that day, the employee shall be entitled to an additional day with pay.

**Section 3 - Bereavement Leave.** An employee shall be entitled to three (3) days of bereavement leave per year following the death of an immediate family member; an immediate family member includes the employee's spouse, child, parent, child, brother, sister, grandparents, grandchildren, aunts, uncles, father-in-law or mother-in-law. Such leave should be related to but not necessarily limited to attendance at a funeral and the activities in connection with the funeral. Additional bereavement days will be at the discretion of the Superintendent of Schools.

**Section 4 - Workers' Compensation.** Workers' compensation shall be granted as paid leave due to absence from duty caused by an accident, illness, or injury that occurred while the employee was engaged in the performance of his or her duties, and is authorized by the Workers' Compensation Commissioner. The Board shall provide Workers' Compensation Insurance, which pays the employee a percentage of his or her salary, or average earning during the period of disability. An employee covered by this Agreement who receives workers' compensation payments may receive the difference between his base net salary at the time of disablement and the workers' compensation payment at the employee's option, with said difference being continued as long as the employee is receiving Temporary Total Disability benefits provided the employee has accumulated sick leave which shall be charged on a pro rata basis.

**Section 5 - Jury Duty.** In the event an employee is called to jury duty, he or she shall be granted the difference between jury pay and his or her regular salary. Time lost for jury duty shall not be charged against sick leave.

## **ARTICLE 12 - DISCIPLINE AND TERMINATION OF EMPLOYMENT**

**Section 1** - All written disciplinary action shall be for just cause.

**Section 2** - Disciplinary action may include (a) a written warning; (b) suspension with or without pay; and (c) discharge. Where appropriate, the administration of discipline will

follow the doctrine of progressive discipline. Similarly, the Board reserves the right to deviate from progressive discipline where appropriate.

**Section 3** - All written warnings, suspensions and discharges must be stated in writing and a copy given to the Safety and Security Specialist and the Union President.

**Section 4** – A Safety and Security Specialist shall be given a copy of all performance evaluations, written complaints or disciplinary materials which are placed in his/her personnel file. Safety and Security Specialists may submit a written response or comments regarding any materials placed in his/her personnel file, and this response or comments shall be placed in his/her personnel file along with the referenced materials. Safety and Security Specialists may be asked to sign performance evaluations or written evidence of discipline. Said signature shall acknowledge that the Safety and Security Specialist has been presented a copy of the document and not necessarily that the Safety and Security Specialist agrees with its contents.

Anonymous complaints will not be placed in a Safety and Security Specialist's personnel file, except when substantiated as part of an investigation. This shall not preclude the Administration from investigating anonymous complaints and filing documentation resulting from that investigation. Safety and Security Specialists will be allowed to review and make copies of the contents of his/her personnel file upon reasonable notice.

### **ARTICLE 13 - GRIEVANCE PROCEDURE**

**Section 1 - Purpose.** The purpose of this procedure is to secure, at the lowest possible administration level, equitable solutions to the problems which may from time to time arise affecting the welfare of working conditions of employees. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

**Section 2 - Definitions.**

1. A "grievance" for the purposes of this procedure shall be a claim that there has been a misinterpretation, misapplication or breach of a specific and explicit provision of this agreement.
2. For the purpose of this Article, the term "days" during the school year shall mean school days.

**Section 3 - Procedure.**

1. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. If an employee does not file a grievance in writing within twenty (20) school days after he/she knew or reasonably should have known of the act or condition giving rise to the grievance, the grievance shall be considered to have been waived.

3. Failure by the employee at any level to appeal the grievance response to the next step shall be considered acceptance of the decision rendered at the last level, and such decision shall thereafter be binding upon the employee and the Union. Failure by the administration to respond to a grievance within the specified time shall be deemed denial, and the employee may thereafter proceed to the next step.

#### **Section 4 - Steps.**

Level One - Immediate Supervisor. A member of the Union with a grievance or dispute shall discuss the grievance informally with the immediate supervisor. If that does not resolve the matter within five (5) school days, the employee shall present the grievance in writing to his/her immediate supervisor or principal either directly or through the Chapter president/Union with the object of resolving the matter informally within ten (10) school days after receipt of the written grievance. Level One of the grievance procedure may be eliminated if the decision leading to the grievance was made at a supervisory level above the principal or the immediate supervisor.

Level Two - Superintendent of Schools. In the event that such aggrieved member is not satisfied with the disposition of his/her grievance at Level One, or in the event that no decision has been rendered within ten (10) school days after presentation of the grievance, the Union may file a written grievance with the Superintendent of Schools or his or her designee. Within ten (10) school days after receipt of the written grievance the Superintendent of Schools or his or her designee shall meet with the aggrieved member in an effort to resolve it. The aggrieved person may be accompanied by a representative of the Union.

Level Three - Board of Education. In the event that the aggrieved member of the unit is not satisfied with the disposition of the grievance at Level Two, or in the event that no decision has been rendered within ten (10) school days after submitting the grievance to the Superintendent of Schools, the Union may file a written grievance with the Board of Education or designated subcommittee. Within twenty (20) school days after receiving the written grievance the subcommittee of the Board shall meet with the aggrieved member of the unit for the purpose of resolving the grievance. The aggrieved person must be accompanied by the Chapter President or representative of the Union at this level.

**Section 5 - Arbitration.** If the Union is unsatisfied with the disposition of the Board of Education, it shall within the next succeeding fifteen (15) school days submit a request for arbitration to the American Arbitration Association. The arbitrator selected shall conduct a hearing as soon as possible. The decision of the arbitrator shall be in writing and shall be final and binding upon the parties.

The arbitrator shall hear and decide only the grievance in each case and shall be bound by the provisions of this agreement with no power to add to, modify, or amend any of the terms of this agreement.

Costs assessed by the Arbitrator shall be borne equally by the Union and the Board.

**Section 6** - An aggrieved Safety and Security Specialist and a Union representative shall not suffer any loss of pay for time spent in a meeting scheduled by school officials on a grievance matter.

## **ARTICLE 14 - INSURANCE**

**Section 1 - Health Insurance.** Full time employees shall be eligible for the High Deductible Health Plan with an HSA (HDHP/HSA) with the following elements:

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family)	\$2000/4000	
Co-insurance	0% after deductible	20% co-insurance after deductible, subject to co-insurance limits
Co-insurance Maximum (Individual/Aggregate Family)	\$3,000/6,000 (Out of network Coinsurance and In-network post deductible RX copays)	
Cost Share Maximum (Individual/Aggregate Family)	\$5,000/10,000	
Lifetime Maximum	Unlimited	\$1,000,000
Preventive Care	Deductible waived	N/A
Prescription Drug Coverage	Treated as any other medical expense, Subject to deductible, once deductible is met, then \$5/20/35 copay per prescription	20% co-insurance after deductible, subject to co-insurance limits

**Section 2** - The Board shall pay the following percentages of the total premium cost of the HDHP/HSA plan:

<u>Year</u>	<u>BOE</u>	<u>Employee</u>
2017-2018	82.0%	18.0%
2018-2019	81.5%	18.5%
2019-2020	81.0%	19.0%
2020-2021	80.0%	20.0%

**Section 3** - The Board will fund fifty percent (50%) of the applicable HSA deductible for each full-time employee who elects coverage under the HDHP/HSA plan. The Boards contribution to the HSA deductible shall be distributed in two equal installments on or

around the first two weeks of July and January. For any plan year in which an employee is enrolled in the HDHP/HSA plan for only a portion of the plan year, the Board's contribution toward the funding of the deductible shall be pro-rated. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

**Section 4** - A Health Reimbursement Account ("HRA") shall be made available for any active employee who is precluded from participating in a Health Savings Account ("HSA") because the employee receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the Board for employees participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for employees enrolled in the HSA. The Board shall have no responsibility for any administrative and/or monthly costs associated with the set-up and/or administration of the HRA.

**Section 5** - If the Board determines that the total cost of a group health plan or plans offered under this contract may trigger an excise tax under Internal Revenue Code Section 49801, or any other local, state or federal statute or regulation, during the term of this contract, the Board and the Union will, upon the request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employees Relations Act (MERA). Such midterm negotiations may include proposals designed to address the increased costs of insurance coverage including but not limited to, proposals designed to: modify the plan(s) so as to reduce the cost of the plan(s) below the excise tax thresholds and/or reduce the amount of any applicable excise tax, revise employee contributions to the costs of health insurance coverage, and/or allocate the responsibility for increased costs associated with the imposition of the excise tax.

**Section 6** - Dental Insurance. The Board shall provide a dental plan for all full-time employees and eligible dependents. The Board will pay the following percentages of the total premium costs:

<u>Year</u>	<u>BOE</u>	<u>Employee</u>
2017-2018	82.0%	18.0%
2018-2019	81.5%	18.5%
2019-2020	81.0%	19.0%
2020-2021	80.0%	20.0%

**Section 7** - Life Insurance. As soon as practicable after ratification of this Agreement, the Board shall provide each full time employee a \$15,000 term life insurance policy.

**Section 8** - Pension. For full time employees, the Board of Education will contribute 4% of the Security and Safety Specialists annual salary to a 403b plan from the Board's list of approved plans.

## **ARTICLE 15 - WAGES**

The wage rate for the members of this unit shall be:

Effective and retroactive to July 1, 2017: \$15.30

Effective July 1, 2018: \$16.83

Effective July 1, 2019: \$17.17

Effective July 1, 2020: \$17.51

## **ARTICLE 16 - MISCELLANEOUS**

**Section 1 - Professional Development.** Subject to budget appropriations and the approval of the Superintendent or his or her designee, employees may be directed to attend appropriate professional training programs on PD days. If an employee attends professional training on such days at the direction of management, the employee will be paid for time spent attending the program.

**Section 2 - Uniform.** All employees covered by this contract are required to wear uniform shirts and jackets in performance of their duty. The Board will provide two short sleeve shirts and two long sleeve shirts for all employees each year. In addition, employees will be given one winter jacket upon completion of their probationary period. Jackets will not be provided annually, but shall be replaced on an as needed basis, as approved by management.

## **ARTICLE 17 - LAYOFF AND RECALL**

**Section 1** - In the event that layoffs become necessary, the following procedure shall be followed for all employees:

Layoff. In the event of a reduction in force, employees shall be laid off in inverse order of seniority.

An employee who is laid off shall be given the opportunity to apply for any vacant or new bargaining unit positions for which the employee is qualified. No new employee shall be hired to fill a position for which an incumbent employee with recall rights is qualified.

**Section 2** - Written notice of layoff shall be given simultaneously to the employee who will be laid off and to the Local Union as soon as practicable. Except in emergencies, employees shall be provided notice two (2) weeks prior to the effective date of layoff.

**Section 3 - Recall.** Laid off employees shall have recall rights for a period of one (1) calendar year from the date of layoff. Employees shall be recalled in accordance with their seniority. Any employee who fails to respond to written notice of recall within five (5) days of receipt of such notice or who refuses recall shall lose all further recall rights except that any employee laid off from a full-time position who refuses recall to a part-time

position shall lose recall rights to a part-time position but shall retain recall rights to a full-time position

#### ARTICLE 18 - DURATION

The provisions of this Agreement shall be effective from July 1, 2017 and shall continue in force through June 30, 2021. The Union shall notify the Avon Board of Education of its intention to commence negotiations for a new contract per the current statutory requirements.

#### SIGNATURE PAGE

\_\_\_\_\_  
AVON BOARD OF EDUCATION  
Board Chair

Date Signed 7/10/2018

\_\_\_\_\_  
UPSEU - Mark Sheehan

Date Signed \_\_\_\_\_

\_\_\_\_\_  
Richard Cody

Date Signed \_\_\_\_\_

\_\_\_\_\_  
UPSEU - Kevin Boyle

Date Signed \_\_\_\_\_

**SIDE LETTER OF AGREEMENT**

The Union, and the Board agree that all new positions (above the 3.5 positions currently in existence) will be subject to subcontracting at Board discretion.

\_\_\_\_\_  
AVON BOARD OF EDUCATION  
Board Chair

Date Signed 7/10/2018

\_\_\_\_\_  
UPSEU – Mark Sheehan

Date Signed \_\_\_\_\_

\_\_\_\_\_  
Richard Cody

Date Signed \_\_\_\_\_

\_\_\_\_\_  
UPSEU – Kevin Boyle

Date Signed \_\_\_\_\_