

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**THE HAMDEN BOARD OF EDUCATION**

**AND**

**MUNICIPAL EMPLOYEES UNION INDEPENDENT**

**(MEUI)**

**LOCAL 506, SEIU, AFL-CIO, CLC**

**(SECURITY EMPLOYEES)**

**Expires June 30, 2019**

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
ARTICLE I	RECOGNITION	3
ARTICLE II	DISCRIMINATION	3
ARTICLE III	AGENCY SHOP	3
ARTICLE IV	NO STRIKE/LOCKOUT	4
ARTICLE V	BULLETIN BOARDS	5
ARTICLE VI	UNION REPRESENTATION	5
ARTICLE VII	GRIEVANCE PROCEDURE	6
ARTICLE VIII	DISCIPLINARY PROCEDURE	8
ARTICLE IX	MANAGEMENT RIGHTS	9
ARTICLE X	PERSONNEL FILE	10
ARTICLE XI	SENIORITY/ASSIGNMENT/TRANSFER	10
ARTICLE XII	RESIDENCY	11
ARTICLE XIII	PENSION	11
ARTICLE XIV	HOURS OF WORK	11
ARTICLE XV	SAVINGS CLAUSE	12
ARTICLE XVI	LEAVES OF ABSENCE	13
ARTICLE XVII	MEDICAL INSURANCE	14
ARTICLE XVIII	HOLIDAYS	15
ARTICLE XIX	SICK LEAVE	16
ARTICLE XX	UNIFORMS	17
ARTICLE XXI	WAGES	17
ARTICLE XXII	SAFETY AND HEALTH	18
ARTICLE XXIII	MILEAGE REIMBURSEMENT	18
ARTICLE XXIV	WORKERS' COMPENSATION	18
ARTICLE XXV	DURATION	18
APPENDIX A	WAGE SCHEDULE	20

## PREAMBLE

This Agreement is entered into by and between the Hamden Board of Education (hereinafter referred to as the "Board") and MEUI, Local 506 (hereinafter referred to as the "Union").

## ARTICLE I RECOGNITION

### Section 1.1

The Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining pursuant to the municipal employees Relations Act. CGS 7-467 to 7-477 as amended with respect to wages, rates of pay, hours of employment, and other conditions of employment for all Security Guards employed by the Board. This unit was established by a recognition agreement pursuant to a union petition for recognition and designated by the State Board of Labor Relations as case number ME-31,659. In addition, the Residency Officer shall be a member of this unit.

## ARTICLE II NON-DISCRIMINATION

### Section 2.1

The parties agree there shall be no discrimination, coercion, or intimidation of any kind against any bargaining unit employee of the Board for marital status, sex, sexual orientation, race, religious belief, creed, color, national origin, ancestry, age, disability, or Union activity by either party to the Agreement. An alleged violation of this Article shall be filed in accordance with the grievance procedure but may not be processed to arbitration.

## ARTICLE III AGENCY SHOP

### Section 3.1

Each employee hired before the effective date of this Agreement, and all employees hired after, as a condition of employment, or at the end of thirty (30) days after the date of this Agreement is signed, shall either become and remain a member of the Union in good standing or pay to the Union an amount equal to the amount of dues, payable by Union members for the duration of this Agreement.

- A. The Union shall indemnify and hold the Board harmless from any and all demands, suits, complaints, claims, costs and liabilities including reasonable attorney's fees, caused by or arising out of the administration or enforcement of this Article.
- B. The Board agrees to furnish names and addresses of new employees and their assignment within twenty (20) days of the hiring date.

### **Section 3.2**

The Board agrees to deduct monthly dues as specified by the Union from the wages of all bargaining unit employees and will continue to deduct such dues monthly and will transmit such dues to the Union on a monthly basis. The monthly dues remittances to the Union shall be accompanied by a list of employees from whose wages dues deductions have been made. Such monies shall be sent to MEUI, Local 506, 110 Randolph Road, PO Box 1268, Middletown, CT 06457 and made payable to MEUI.

### **Section 3.3**

The Union shall supply to the Board written notice at least thirty (30) days prior to the effective date of any change in the rates of fees or dues. In addition the Union shall furnish the Board with a statement signed by the employee authorizing the Board to make dues deduction(s). Section One service fees shall be automatically deducted by the Board.

### **Section 3.4**

No dues or fees will be deducted when an employee has exhausted accumulated sick leave or is collecting workers' compensation.

### **Section 3.5**

The deduction of Union fees and dues or service fees for any month shall be made during the applicable month and shall be remitted to the Financial Officer of the Union on a monthly basis. The monthly dues and/or service fee remittances to the Union will be accompanied by the list of employees from whose wages dues deductions have been made.

### **Section 3.6**

Notice of changes in dues will be sent to the Board of Education c/o Director of Finance with sufficient advance notice to permit timely implementation.

## **ARTICLE IV** **NO STRIKE/NO LOCKOUT**

### **Section 4.1**

The Union agrees that during the length of this Agreement, there will be no strikes.

### **Section 4.2**

The Board agrees that during the length of this Agreement there will not be a lockout of its employees.

**ARTICLE V**  
**BULLETIN BOARDS**

**Section 5.1**

The Union shall be allowed bulletin board space in each school facility where members work for purposes of posting meetings, professional activity, MEUI newsletters and other Union information. Such notices shall not be of a derogatory nature against the Board.

**ARTICLE VI**  
**UNION REPRESENTATION**

**Section 6.1**

The Board recognizes and will deal with the designated officers of the Union in all matters relating to grievances and interpretations of this Agreement.

**Section 6.2**

A written list of the officers shall be furnished to the Board immediately after their designation and the Union shall notify the Board promptly of any change.

**Section 6.3**

The Board may agree to requests for reasonable arrangements as may be necessary by Union representatives to properly carry on their Union duties provided that such duties cannot be performed during non-working hours and also providing the employee's workload permits his/her participation.

**Section 6.4**

The Steward and any necessary witnesses of the Union required to attend any grievance, or union activity pursuant to MERA, or arbitration hearings shall suffer no loss of pay for such attendance.

**Section 6.5**

The Steward of the Union and a second Union member shall suffer no loss of pay for time spent in contract negotiations.

**Section 6.6**

The Board shall make available to the Local the school facilities for the purpose of conducting meetings of the Union. Facilities may be used subject to the following conditions:

- A. The meeting is conducted outside of the normal instructional day;
- B. The meeting is held at a time when the building is normally open and custodial staff is available; and

C. No meeting will be scheduled in such a way as to cause the Board to expend funds for overtime pay for any school staff member or custodian.

### Section 6.7

One employee for up to two days per year shall be relieved of work without pay for attendance at state conventions and conferences of MEUI.

## ARTICLE VII GRIEVANCE PROCEDURE

### Section 7.1

#### **Purpose**

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems, which may arise affecting the welfare or working conditions of bargaining unit employees.

Both parties agree that these proceedings be kept as informal as is appropriate, at any level; and that at each level the matter shall be kept confidential.

Nothing herein stated shall be construed as limiting the right of any employee having a grievance or dispute to discuss the matter informally with any appropriate member of the administration.

### Section 7.2

#### **Definitions**

**Grievance** shall mean a claim by a bargaining unit employee or a group of such employees that there has been violation, misinterpretation or misapplication of the Agreement, or of the rules, regulations, administrative directives or policies of the Board.

**Aggrieved Person** is the person or persons making the claim, including the Local.

**Party in Interest** shall mean the person or persons making the claim, including their designated representative as provided for herein, and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.

**Days** shall mean school days as defined by the school calendar.

### Section 7.3

#### **Step One — Informal Procedure**

A. If an employee feels that he/she may have a grievance, he/she shall first discuss the matter with his/her principal or his/her appropriate administrator, stating that the matter is a grievance, in an effort to resolve.

B. If the employee is not satisfied with such disposition of the matter he/she shall have the right to have the Union assist him/her in further efforts to resolve the problem informally with the principal or his/her appropriate administrator.

C. Time limits as specified in 7.4(A) are unaffected by the use of the informal procedure.

#### **Section 7.4**

##### **Step Two — Personnel Director or Assistant Superintendent**

A. If the aggrieved person is not satisfied with the disposition of his/her grievance, he/she may, within fifteen (15) days after the occurrence or when knowledge was first received, file a written grievance with the above.

B. The Personnel Director or Assistant Superintendent shall, within ten (10) days after receipt of the grievance, meet with the aggrieved person and with representatives of the Union for the purpose of resolving the grievance.

C. The Personnel Director or Assistant Superintendent shall within ten (10) days after the hearing, render his/her decision and the reasons thereof in writing to the aggrieved person with a copy to the Union.

D. The failure of the Personnel Director or Assistant Superintendent to comply with the time requirements set forth herein shall result in the advancement of the grievance to Step Three.

#### **Section 7.5**

##### **Step Three — Board of Education**

A. If the aggrieved person is not satisfied with the disposition of his/her grievance at Step Two, he/she may, within five (5) days after the decision, or the date the decision was due, file a written grievance to the Board of Education. The Board or its designated Committee in such matter shall, within thirty (30) days after receipt of the appeal, meet with the aggrieved person and with representatives of the Union for the purpose of reviewing the grievance.

B. The Board or its designated Committee shall, within ten (10) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved person, with a copy to the Union.

#### **Section 7.6**

##### **Step Four – Mediation**

A. Within thirty (30) days after receipt of the Board of Education's decision, the Union may with the mutual agreement of the Board submit the grievance to mediation by filing a demand for mediation with the Connecticut State Board of Mediation and Arbitration ("CSBMA"), which shall act as the Administrator of the proceedings. The Union will simultaneously file a copy of the demand for mediation with the CSBMA and the Director of Human Resources.

B. Extensions of grievance time limits may be granted by mutual written consent.

### **Section 7.7**

#### **Step Four — Arbitration**

A. The Union may, within thirty (30) days after receipt of the Board of Education's decision, submit the grievance to arbitration by filing a demand for arbitration with the CSBMA, which shall act as the Administrator of the proceedings. The Union will simultaneously file a copy of the demand for arbitration with the CSBMA and the Personnel Director.

B. Extensions of grievance time limits may be granted by mutual written consent.

C. The arbitration costs shall be borne equally by both parties.

D. The Arbitrator shall be required to render his/her decision as quickly as possible.

### **Section 7.8**

#### **Rights of Employees to Representation**

1. No reprisals of any kind shall be taken by any member of the administration against a participant in the grievance procedure by reason of such participation.

2. The grievant has the right to representation at any and every stage of this procedure.

## **ARTICLE VIII** **DISCIPLINARY PROCEDURE**

### **Section 8.1**

No employee shall be discharged, suspended or disciplined in any manner except for just cause.

### **Section 8.2**

All disciplinary action shall be applied in a fair and consistent manner.

### **Section 8.3**

All disciplinary action shall include (a) a verbal warning; (b) a written warning; (c) a suspension without pay; and (d) discharge and shall normally follow this order unless the facts of the situation indicate an offense sufficiently serious to eliminate a step or steps listed above.

**Section 8.4**

All disciplinary action may be appealed through the established grievance procedure.

**Section 8.5**

In all cases of discharge or suspension the employee and the Union shall be notified in writing stating the reasons.

**ARTICLE IX**  
**MANAGEMENT RIGHTS**

**Section 9.1**

Except as is otherwise specifically provided in this Agreement, it is recognized that the Board has, and will continue to retain, whether exercised or not, the right, responsibility and prerogative to direct the operation of the public schools in the Town of Hamden in all respects, including but not limited to the following:

1. All those rights, responsibilities and prerogatives granted to school boards pursuant to the Connecticut General Statutes, as amended;
2. To maintain public elementary and secondary schools and such other education activities as in its judgment will best serve the interest of the Town of Hamden;
3. To determine the need for summer programs; to determine the maintenance and operation of buildings, lands, apparatus and other property used for school purposes;
4. To prescribe rules for management studies, classification and discipline for the public schools;
5. To prepare and submit budgets, and in its sole discretion, expend monies appropriated by the Town for the maintenance of the schools, and to make such transfer of funds within the appropriated budget as it shall deem desirable;
6. To determine whether a vacant position needs to be filled if and when such vacancy occurs;
7. To determine whether positions need to be created or eliminated; and
8. To determine, in addition to the bargaining unit members, the need for and placement of police officers in the school buildings and/or on school grounds.
9. Management retains the right to create and modify job descriptions as necessary.
10. To determine when overtime shall be worked.
11. To set standards and methods of evaluation (the Director of Human Resources will meet with the Lead Guard to discuss revisions to the current evaluation).
12. To supplement the workforce with part-time, non-bargaining unit employees, as long as said employees are not used to diminish overtime or erode the bargaining unit.

These rights, responsibilities, and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any specific terms and provisions of the Agreement, past practice or state or federal laws, and subject further to the duty to negotiate the impact of any changes as may be appropriate according to law. In the event of conflict between Board policy and the provisions of the Agreement, the provisions of this Agreement shall prevail.

## ARTICLE X PERSONNEL FILE

### Section 10.1

An employee's personnel file shall be defined as that which is maintained in the Personnel Office.

### Section 10.2

Any employee covered by this Agreement shall, at his/her written request, be allowed to review his/her personnel file after having given three (3) working days' notice to Personnel. The Board shall upon request of the employee, provide a complete copy of said file up to two times per year at no cost.

## ARTICLE XI SENIORITY/ASSIGNMENT/TRANSFER

### Section 11.1

Seniority for purposes of this agreement is defined as the length of service within the bargaining unit. Inverse seniority shall be the determining factor for involuntary transfers, reductions in force and layoffs.

### Section 11.2

When a permanent vacancy first occurs in the bargaining unit it shall be posted for a period of ten (10) calendar days. It shall be awarded first to employee(s) in the Union based on seniority, skill and ability. If there are no bidders, then the Board shall seek to fill the vacancy by all appropriate and necessary means. The employee who is denied an opportunity to fill the vacancy reserves his/her right(s) to thereafter grieve and arbitrate said denial. The Board will attempt to fill positions within a reasonable period of time. Employees selected for lateral reassignment will not be eligible to apply for any subsequent lateral assignments for eighteen (18) months from the date of selection. When a vacancy occurs, the Personnel Director will inform the Union Steward in writing of the vacancy. All postings will include wages, hours, and location. A copy this notice shall go the President of the Union.

### Section 11.3

During leaves of absence, seniority will continue to accrue for purposes of bidding and other non-fringe benefits.

**Section 11.4**

The Board will establish a seniority list and this list shall be brought up to date by October 1, and shall post said seniority list at the Board's Central Office with a copy to the Union. Any errors in said seniority list shall be brought to the Board's attention within thirty (30) calendar days; after which, the list shall be deemed accurate except for those errors of which the Board has been timely notified.

**ARTICLE XII**  
**RESIDENCY**

**Section 12.1**

There shall be no residency requirement for bargaining unit employees.

**ARTICLE XIII**  
**PENSION**

**Section 13.1**

The Town of Hamden Employees Retirement Plan, as enacted in 1969 and modified from time to time by collective bargaining agreements, is incorporated herein by reference as part of this Agreement, as long as the Retirement Plan includes Board of Education non-certified employees.

**ARTICLE XIV**  
**HOURS OF WORK**

**Section 14.1**

The hours of work of Security Guards will be not less than forty (40) hours per week, Monday through Friday, or eight (8) hours per day on days when school is in session. The Board has the unilateral right to determine work schedules. Employees will be assigned to a shift that will not be arbitrarily changed. Assignments to shifts shall be made by seniority. If no person requests a specific shift, the person with the least seniority will be assigned.

**Section 14.2**

Security Guards will be entitled to a 20-minute paid lunch break from which they may be called upon to perform their duties. Such lunch break will be scheduled at a time approved by the building administrator.

**Section 14.3**

Hours worked in excess of forty (40) hours per week are paid at time and one half. In determining if an employee has worked 40 hours in a given week, hours for which the employee Sick leave will be counted towards overtime unless the employee has been identified as abusing sick time. After being identified in writing as an abuser of sick time, an employee may return to receiving overtime pay upon ongoing review of attendance patterns and approval of the supervisor. Hours worked in excess of eight (8) hours per day will be paid at time and one half.

Time and one half will be paid for all hours worked on Saturday. Double time will be paid for all hours worked on Sundays and Holidays. Employees called back to work (after the end of their shift shall receive a minimum' of three (3) hours overtime. All overtime must have the prior approval of the building principal or his/her designee.

Abuse of sick time will be defined as having no available paid sick time or a reoccurring pattern of sick time use. An extended illness using the majority of allotted sick time will not count as abuse for overtime purposes as long as a doctor's note is provided. Abuse will be determined by the immediate supervisor.

#### **Section 14.4**

Security Guards will be provided with two (2) additional one-half (1/2) days for Professional Development Days.

#### **Section 14.5**

The Board recognizes the importance of maintaining a safe environment for all those attending events on school property. The Board also recognizes the important role that School Security Guards play in protecting both property and persons.

The Board, through its appropriate agent(s), will work in collaboration and consultation with the Lead Guard and, when necessary, the applicable school principal to determine the specific number of Security Guards used for outside events held at Hamden Middle School and/or Hamden High School. In the event that the Board and the Lead Security Guard disagree by more than one Security Guard (i.e. the Lead Security Guard recommends four (4) Security Guards for an event while the Board recommends two (2) Security Guards), the Director of Human Resources and/or the Assistant Superintendent of Schools will take both recommendations into consideration and make a determination regarding the assignation of Security Guards. The decision by the Director of Human Resources and/or Assistant Superintendent of Schools to assign a Security Guard(s) will be considered final by both parties.

While the Board and the Union anticipate at least one guard being assigned to outside events, both the Board and the Union agree that the type of event will be considered based upon the number of participants anticipated, the type of event, historical course of conduct of the organization sponsoring the event, and the fiscal condition of the district. As noted above, the decision by the Director of Human Resources and/or Assistant Superintendent of Schools to assign a Security Guard(s) will be considered final by both parties.

### **ARTICLE XV** **SAVINGS CLAUSE**

#### **Section 15.1**

In the event that any federal or state legislation, governmental regulation or court decisions cause invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect.

**ARTICLE XVI**  
**LEAVES OF ABSENCE**

**Section 16.1**

A member who is called for jury duty shall receive the leave necessary to fulfill this obligation.

Such leave shall not be deducted from other leave privileges.

Members shall report to his/her assignment on any day court is not in session or from which he/she is legally excused.

While on jury duty, a member shall be paid the difference between his/her salary and the jury reimbursement amount.

**Section 16.2**

An employee shall be granted three (3) days' leave with pay for a death in his/her immediate family. Such "immediate family" shall be defined as: employee's father, mother, spouse, brother, sister, child, as well as the mother, father, brother, sister of an employee's spouse, grandparents and grandchildren. Additional two (2) days may be granted at the discretion of the Superintendent.

**Section 16.3**

**Personal Days**

a. Employees shall be entitled to three (3) personal days with pay per year. Every reasonable effort shall be made to provide prior notice five (5) days in advance of the personal day.

Personal days may not be used the day before or after a holiday without the permission of the Superintendent or his/her designee.

Personal days may not be used during the first two (2) weeks of the school year or during the last two (2) weeks of the school year without the permission of the Superintendent or his/her designee.

b. Additional Service Related Personal Leave (for use on foul weather days when school is cancelled only)

Employees who meet the necessary qualifications specified below are eligible for the following:

5 Years of Service	2 Days
10 Years of Service	3 Days

In years which there are no foul weather cancellations there will be no payout or carryover to the next year.

Employees hired after November 8, 2016, shall be capped at 5 Years of Service and 2 Days.

#### **Section 16.4**

Employees shall be entitled to child bearing/family leave in accordance with the Federal Family and Medical Leave Act.

#### **Section 16.5**

Employees shall not be precluded from using accrued vacation or personal leave during periods of childrearing or family leave.

#### **Section 16.6**

In the event of the employee's disability, he/she shall provide a physician's statement that the employee is physically unable to return to work. Should the Board dispute the employee's physicians conclusion it may require the employee to be examined by a physician of the Board's choice at its cost. Employees shall not be precluded from using accrued sick leave during periods of disability related to childbearing, but such sick leave time shall be part of the period of eligibility for childbearing/family medical leave.

### **ARTICLE XVII** **MEDICAL INSURANCE**

#### **Section 17.1**

1. Effective February 1, 2017 or as soon as possible after ratification and approval of this Agreement that expires on June 30, 2019, employees may elect to participate in the Comp Mix Plan or "buy-up", as set forth below to the Century Preferred Point of Service Plan.

All participating employees who choose to remain enrolled in the Century Preferred Point of Service Plan shall contribute, on a pre-tax basis, the difference between the premiums associated with the Century Preferred Point of Service Plan and the Board's cost of the premiums associated with the Blue Cross Comp Mix Plan.

For example (for illustrative purposes only – the example does not reflect current premiums or premium share amounts), an employee has family coverage under the Blue Cross Comp Mix Plan and the monthly premium is \$2,111.28. The employee is contractually responsible for 14% of the premium or \$298.58 per month. Therefore, the Board's cost per month is \$1,815.70.

If an employee chooses to remain in the Century Preferred Point of Service Plan with a monthly premium of \$2,531.23 for family coverage, the employee will be responsible to pay, by payroll deduction, the amount of \$715.53 per month (\$2,531.23 less \$1,815.70, the Board's cost per month of the Blue Cross Comp Mix Plan).

2. Effective July 1, 2015, all participating employees will pay, on a pre-tax basis, 14.5% of the annual premium for the Century Preferred Point of Service Plan. The remaining premium shall be paid by the Board. Prescription coverage under the plan shall include copays of \$7 generic/\$15 brand named drugs; mail order two times retail copays for up to 100 day supply.

3. Effective February 1, 2017, all participating employees will pay, on a pre-tax basis, 14.5% of the annual premium for the Comp Mix Plan. Effective July 1, 2017, all participating employees

will pay, on a pre-tax basis, 15% of the annual premium for the Comp Mix Plan. Effective July 1, 2018, all participating employees will pay, on a pre-tax basis, 16% for the Comp Mix Plan.

4. The Board will provide dental insurance under the same plan as currently provided. The choice of the dental plan carrier will be the Board's decision and is subject to change from time to time.

5. Upon retirement, employees may participate at their own expense in the health insurance plan offered to active employees, which plan may change from time to time as negotiated between the parties.

6. The Board reserves the right to change insurance carriers provided that the new coverage and administration are substantially equivalent to the previous plan. Also, the Board shall provide thirty (30) days prior notice to the Union of any such plan change prior to implementation.

7. Employee may elect to waive health and dental coverage and, in lieu thereof, to receive a payment of \$1,000.00. Payment to those employees waiving coverage will be made on a pro-rated basis each month during the school year. Employees whose spouses are employed by the Hamden Public Schools or the Town of Hamden are not eligible for this option.

Where there is a change in an employee's status such as, but not limited to, change in the spouse's employment or changes in the spouse's benefit program, the waiver may, by written notice to the Board of Education, be revoked. Upon receipt of revocation of the waiver, health coverage and dental coverage shall be subject to any regulations or policy restrictions, including waiting periods which may then be in effect. Depending upon the effective date of coverage, appropriate financial adjustments shall be made between the employee and the Board so as to insure that the pro-rated basis above was accurate.

Notice per above must be sent by June 15<sup>th</sup> of the school year prior to the one in which implementation must occur.

## **Section 17.2**

### **Life Insurance**

The Board agrees to provide for each employee a \$10,000 term life policy.

## **ARTICLE XVIII** **HOLIDAYS**

### **Section 18.1**

Holidays falling on a Sunday shall be celebrated on Monday provided there is no school on such days. In the event there is no school the Friday preceding a holiday falling on Saturday, such Saturday holiday shall be celebrated on the preceding Friday. If school is in session on such holidays, employees will be given a compensatory day off in lieu of the holiday within thirty (30) days of the date of the holiday at a time mutually agreeable with the immediate supervisor.

**Section 18.2**

When school is in session on a day upon which a holiday is celebrated another day mutually agreed upon will be substituted on an individual employee basis, such compensatory day to be taken within ninety (90) days.

**Section 18.3**

Whenever any holiday occurs on a day when an employee is out on paid leave, the day shall be charged as a holiday and not charged against the paid leave accrual, regardless of the reason for the paid leave.

**Section 18.4**

In order to qualify for holiday pay, an employee must work the last full day scheduled before the holiday and the first full day scheduled following such holiday, unless otherwise prevented for good cause.

**Section 18.5**

All employees shall be granted the following holidays with pay:

- |                        |                |
|------------------------|----------------|
| Yom Kippur             | Christmas Day  |
| Rosh Hashanah          | Good Friday    |
| Thanksgiving Day       | Memorial Day   |
| Day After Thanksgiving | New Year's Day |
| Martin Luther King Day |                |
| President's Day        |                |
| Labor Day              |                |
| Veterans' Day          |                |

All employees shall be granted either Rosh Hashanah or Columbus Day; if Rosh Hashanah falls on a Saturday or a Sunday, employees shall be granted Columbus Day.

**ARTICLE XIX**  
**SICK LEAVE**

**Section 19.1**

Sick leave is to be used only for the purpose of compensating an employee who is unable to attend to his/her regular schedule because of bona fide illness.

The sick leave plan shall be one and one-half (1%) days per month to accumulate to one hundred (100) days.

Upon retirement, all employees will receive the following payment for any unused sick day, less any days contributed or otherwise used for credit by the employee for pension purposes:

- 10 years —10%
- 15 years —15%

20 years — 23%  
25 years — 25%

If an employee dies while employed, the payment shall be to his/her estate. Employees hired on or after November 8, 2016 will not be entitled to a payout of accumulated sick leave.

**ARTICLE XX**  
**UNIFORMS**

**Section 20.1**

The Board will provide two sets of uniforms each school year for each security guard. Each Security Guard shall receive a summer uniform including five (5) summer shirts and pants and a winter uniform including five (5) winter shirts and pants. The wearing of these uniforms shall be considered a condition of employment and must be worn at all times. It will be the responsibility of each employee with a uniform to keep the uniform clean. Replacement of uniform articles such as winter coats, umbrellas and uniform articles shall be on an as needed basis as approved by the Superintendent or his/her designee.

**ARTICLE XXI**  
**WAGES**

**Section 21.1**

The wage scales for Security Guards shall be those specified in Appendix A of this Agreement. General wage increases will be as follows:

Effective and retroactive to July 1, 2016, employees on payroll shall receive a general wage increase of 2.5%.

Effective July 1, 2017 and July 1, 2018, employees shall receive a general wage increase of 2.5%.

**Section 21.2**

One of the employees shall serve as the Lead Security Guard and shall assume such responsibilities as are assigned in accordance with his/her job description. The Lead Security Guard shall receive an annual stipend as outlined below:

<u>Effective Date</u>	<u>Rate</u>
July 1, 2016	\$3,700
July 1, 2017	\$3,800
July 1, 2018	\$3,900

The annual stipend shall be added to the base salary and paid out proportionately in each paycheck. An employee assigned to perform the duties in the absence of the lead shall receive the stipend on a pro-rata basis, commencing on the fifth consecutive day. Such payment will be deducted from the lead's wages.

In addition, the Lead Security Guard shall receive an on-call stipend of \$750.

**Section 21.3**

The Residency Officer shall receive a monthly stipend of two hundred dollars (\$200.00) to be payable in the first paycheck of each of the ten (10) months worked.

**ARTICLE XXII**  
**SAFETY AND HEALTH**

**Section 22.1**

A joint safety committee shall be formed by the Board and the Union, and said committee shall meet upon request of either party to review and recommend safety and health conditions.

**ARTICLE XXIII**  
**MILEAGE REIMBURSEMENT**

**Section 23.1**

Employees shall be compensated for the use of their personal vehicle at the current IRS rate.

**ARTICLE XXIV**  
**WORKERS' COMPENSATION**

**Section 24.1**

A. Workers' compensation payments shall be supplemented after the ten (10) work days' absence and continuing for six (6) months from the date of the injury, such that an employee suffering a work place injury shall receive no loss of pay during said period.

B. Light duty shall be provided in accordance with the ADA.

**ARTICLE XXV**  
**DURATION**

**Section 25.1**

The provisions of this Agreement shall become effective upon execution and shall continue and remain in full force and effect to June 30, 2019.

HAMDEN BOARD OF EDUCATION

Adam Sendroff

Adam Sendroff, Hamden BOE President

May Rose  
Witness

MEUI, Local 506

Sotero Rosario

Sotero Rosario, MEUI Steward

Steve Koch  
Steve Koch, MEUI Staff  
Representative

**APPENDIX "A"**  
**WAGE SCHEDULE**

Wages for Hamden Security personnel shall be as follows:

July 1, 2016	July 1, 2017	July 1, 2018
<u>2.5%</u>	<u>2.5%</u>	<u>2.5%</u>
\$21.09	\$21.62	\$22.16

New Hires shall start at 25% below the above referenced rates and shall be paid the hourly rate effective on their first anniversary.

## Memorandum of Agreement

The Hamden Board of Education (the "Board") and the Municipal Employees Union Independent (the "Union") hereby agree as follows:

1. During negotiations for a successor agreement to the collective bargaining agreement that expired on June 30, 2016, the Board and the Union agreed to keep the Residency Officer's annual stipend, which was previously tied to the Lead Guard, at \$3,500.
2. The Residency Officer will continue to receive a monthly stipend in the amount of \$200 for travel expenses for each of the ten (10) months worked in addition to any other contractual stipend.
3. This Agreement supersedes any and all inconsistent prior agreements regarding the Lead Guard stipend received by the Residency Officer. Further, this Agreement shall not be used as precedent in any pending or future disputes between the parties involving positions other than the position of Residency Officer.

**Hamden Board of Education**

Signature Adam Sendoff

Printed name Adam Sendoff

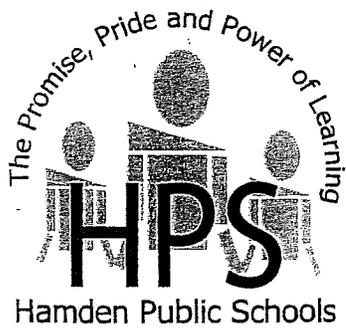
Date 5/23/17

**MEUI, Local 506**

Signature Steve Koch

Printed name Steve Koch

Date 5/19/17



Jody Ian Goeler, Superintendent  
Christopher C. Melillo, Assistant Superintendent

May 26, 2017

Mrs. Vera Morrison  
Town Clerk  
Hamden Government Center  
2750 Dixwell Avenue  
Hamden, CT 06518

Dear Vera

In accordance with the provisions of Connecticut General Statutes Section 10-153d, I enclose for filing the executed contract between the Hamden Board of Education and Municipal Employees Union Independent, Local 506 (The Security Guard Union) that was recently negotiated.

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to be "G. Highsmith", written over a horizontal line.

Gary Highsmith  
Director of Human Resources  
Hamden Public Schools

REC'D AND FILED

2017 MAY 26 A 9:39

TOWN CLERK  
HAMDEN, CT