



TO: Members, Stamford Board of Finance

CC: Members, Stamford Board of Education,  
Dr. Tamu Lucero, Christopher Soules

FROM: Thomas Mooney

RE: Summary of Contract Agreement with UPSEU, Stamford BOE Security Workers,  
Local 424 – Unit 129

DATE: October 23, 2023

On June 26, 2023, the Board of Education reached a tentative agreement with UPSEU, Stamford BOE Security Workers, Local 424 – Unit 129 over a successor collective bargaining agreement for a period of four years, July 1, 2023 through June 30, 2027. In accordance with Section C6-20-7(c) of the City Charter, the Board of Education must now present the tentative agreement to the Board of Finance and request “an advisory opinion to the Board of Education of the total cost and potential long-term burden of the proposed agreements.” The Board hereby provides the following summary concerning the terms of the tentative agreement.

In accordance with the Municipal Employees Relations Act, the Board of Education commenced negotiations with UPSEU on May 18, 2023. The Board of Education was presented by a committee that included Andy George, Josh Esses, Michael Hyman, Christopher Soules, Joseph Kennedy, and Thomas Mooney, Legal Counsel.

The key terms of the tentative agreement on this new four-year contract are hereby presented to the Board of Finance for its advisory option as follows:

**I. SALARY**

A major concern in the negotiations was the challenge that the Board was having to attract and retain qualified security workers. To improve the competitiveness of the salary schedule, the Board agreed to drop the first three steps of the salary schedule in the first year, and to restructure the salary schedule in the third year to drop the then-current first step and to insert a step between the penultimate step and the maximum step. The top step was increased by 2.5% in the first three years and by 2.75% in the fourth year. However, other than the restructuring in the third year, there were no other changes to the salary schedule, and the steps below maximum are unchanged for the life of the contract. The specifics of the salary settlement follow.

- 2023-2024:

- The first three steps of the salary schedule are eliminated.
  - The maximum step is increased by 2.5%.
  - There were no other changes to the salary schedule.
  - Security workers not at the top step move one step on the salary schedule.
  - The projected cost increase in the first year is \$138,877 or 6.1%
- 2024-2025:
    - The maximum step is increased by 2.5%.
    - There were no other changes to the salary schedule.
    - Security workers not at the top step move one step on the salary schedule.
    - The projected cost increase in the second year is \$82,386 or 3.41%.
- 2025-2026:
    - The maximum step is increased by 2.5%.
    - The first step of the salary schedule is eliminated, and a new step is inserted at the midpoint between the penultimate step and the maximum step
    - There were no other changes to the salary schedule.
    - Security workers not at the top step move one step on the salary schedule.
    - The projected cost increase in the third year is \$78,076 or 3.13%.
- 2026-2027:
    - The maximum step is increased by 2.75%.
    - There were no other changes to the salary schedule.
    - Security workers not at the top step move one step on the salary schedule.
    - The projected cost increase in the fourth year is \$83,379 or 3.24%.

## **II. Pension:**

Pursuant to a memorandum of understanding executed in December 2013 by the City, the Board of Education and the Union, security workers hired after December 31, 2013, have not been eligible to participate in the City's defined benefit plan. That MOU further provides that security workers hired thereafter would be able to contribute to a 403b or 457 plan with a matching contribution by the Board of Education of up to 3%. However, security workers did not make those contributions during those years, and the Board of Education did not make any matching contributions.

The tentative agreement provides that security workers hired after December 31, 2013, will now participate in a defined contribution plan similar to that established in 2022 for paraeducators. The terms of the defined contribution pension plan are as follows:

- Security workers participating in the defined contribution plan will contribute four percent (4%) and the Board of Education will contribute six percent (6%) of

wages to the security worker's retirement benefit account. Such contributions are to be deposited in the security worker's account in equal installments over the year.

- The defined contribution plan will provide that Board contributions vest immediately.
- The defined contribution plan will provide that participating security workers may not take loans from their retirement benefit account.
- The defined contribution plan will permit participating security workers to make additional contributions to their retirement benefit account up to IRS limits applicable to Section 403b plans.

This plan will be administered by the Board of Education.

### **III. INSURANCE:**

Members of this bargaining unit currently participate in the State Partnership Plan, and therefore plan design was not subject to negotiations. The Board achieved two changes in the insurance program, as follows:

#### Premium contributions:

Moderate increases in premium cost sharing percentages were negotiated:

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

#### Changes in the State Partnership Plan

The contract already gives either party the right to initiate reopener negotiations if there are material changes in the State Partnership Plan. In these negotiations, the parties also agreed at the Board's request that either party may initiate reopener negotiations if the State offers an insurance plan option different from the current plan design or if the Board identifies a cost-effective alternative to the State Partnership Plan.

### **IV. CONTRACT LANGUAGE:**

Through negotiations, the parties agreed to some language changes, mostly to confirm contract provisions with the collective bargaining agreement for paraeducators, who UPSEU also represents. The specific language changes made in the contract are as follows::

- Amend Article VI, Section 1:

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

- Add new Article VII, General Provisions:

***Section 1: Personnel Files***

*Each bargaining unit member shall have the right to review the contents of their personnel file, which is maintained at the Human Resources Office. A bargaining unit member may authorize their representative, in writing, to review said file(s). Employees shall be given a copy (“cc Personnel File”) of any material relating to their performance which is placed in their file. Should the employee feel such addition to be false and inaccurate, such matter shall be handled in the same manner as the grievance procedure outlined in ARTICLE 12.*

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

***Section 2: Resignations***

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

***Section 3: Protection***

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

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

*The BOARD shall protect and save harmless any Security Workers employed by it from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reason of alleged negligence or other action resulting in accidental bodily injury to or death of any person, or in accidental damage to or destruction of property, within or without the school building, or any other acts, including but not limited to infringement of any person's civil rights, resulting in any injury, which acts are not wanton, reckless or malicious, provided that such Security Worker, at the time of the acts resulting in the injury, damage, or destruction, was acting in the discharge of their duties or within the scope of employment, as set forth in Connecticut General Statutes Section 10-235.*

- Article IX(3) and (4):

Section 3:

Sick Leave:

Employees shall receive twelve (12) days of sick leave annually, and unused sick leave shall accumulate to a maximum of ~~140~~ **180** days.

Unit members shall be entitled to up to two (2) working days in the event of illness in the immediate family, i.e., husband, wife, son, daughter, mother, father, or in the event of illness of a sister, brother or other relative who is a permanent member of the unit member's household. A unit member may use up to ~~three (3)~~ **five (5)** of accumulated sick leave days as additional family illness days if available and with the approval of his/her principal or supervisor.

Section 4:

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

- 1) Two (2) days per year for required personal business, including legal reasons.
- ~~2) Two (2) days per year for illness in the immediate family, i.e. husband, wife, son, daughter, sister, brother, mother, father or other relatives who are permanent members of the household.~~

- Article XX(B):

B. Reimbursement: The Board will reimburse employees, in any amount not to exceed a total of ~~two~~ **four** hundred dollars (~~\$200.00~~ **\$400.00**) in any school year, for loss or damage, or destruction, while on duty in the school grounds, of personal property of a kind normally worn to or brought into

school, when the loss is not due to any intentional act or negligence of the employee's part, to the extent that such loss is not covered by insurance.

I hope that this summary is helpful to the members of the Board of Finance. Please let us know if you have any questions or if we can provide any other information.