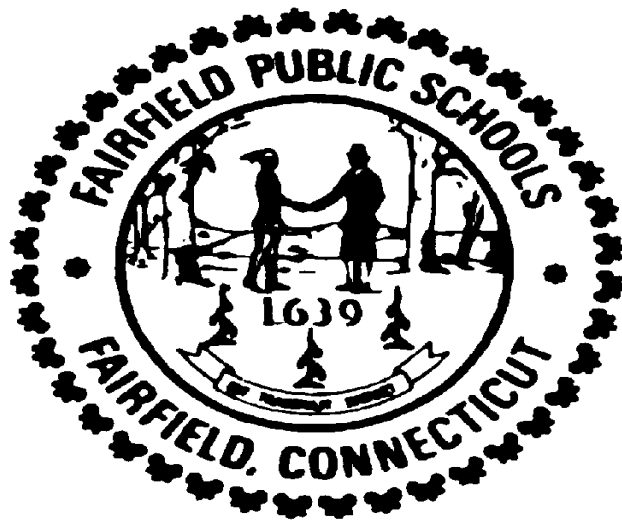


FAIRFIELD ASSOCIATION OF EDUCATIONAL OFFICE PROFESSIONALS



JULY 2010 – JUNE 2013

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AGREEMENT

This Agreement is between the Board of Education, Town of Fairfield, Fairfield County, Connecticut, hereinafter referred to as the Board, and the Fairfield Association of Educational Office Professionals, hereinafter referred to as the Association.

ARTICLE I - RECOGNITION

The Board recognizes the Association as the sole and exclusive collective bargaining representative for all employees in the unit who are non-supervisory, permanent clerical and secretarial employees of the Board of Education, said Recognition Agreement dated January 13, 1966 having been submitted to the Connecticut State Board of Labor Relations for purpose of record. This Agreement does not cover probationary, temporary, and part-time employees.

ARTICLE II – PROBATIONARY, TEMPORARY, AND PART-TIME EMPLOYEES

Probationary, temporary, and part-time employees will not be represented by the Association and are excluded from provisions of this Agreement. A probationary employee is an employee who has been employed less than one hundred eighty calendar (180) days. A temporary employee is one hired for seasonal work whose duration of employment is not expected to be longer than 180 calendar days per year. A part-time employee is an employee who is working a regular schedule of less than 20 hours per week.

ARTICLE III - HOURS OF WORK

- A. The regular work week shall be 35 hours.
- B. Hours worked in excess of thirty-five (35) hours but not more than forty (40) hours per week shall be compensated at the employee's regular rate. Hours worked in excess of forty (40) hours per week shall be compensated at one and one-half (1½) times the regular rate.

Holidays, sick days, and other authorized absences under the terms of this contract shall not be credited to the forty (40) hour work period for determining overtime payments.

- C. Insofar as possible, supervisors shall endeavor to give at least four (4) hours of notice of overtime work assignments.
- D. All overtime work shall be distributed equally among eligible employees as far as is practicable within classification.

- E. 10½ MONTH ASSIGNMENTS
 - a. The work year is 194 days. The Board reserves the right to increase the work year for elementary and house secretaries by up to 11 days. Reasonable advance notice will be given to the affected secretaries. Payment will be at a per diem rate. The Board is not obligated to add additional days beyond the established work year.
 - b. They are not expected to report on days when school sessions are canceled.

- F. When daily school sessions are canceled, the twelve (12) month secretaries are also exempt from reporting to their offices unless phoned prior to 10:00 a.m., and requested to come to their workstations. This centralized decision will be made in view of changing climatic conditions.

- G. However, any administrator or supervisor may call his/her secretary and request that the secretary reports to work as soon as practicable to perform essential tasks that are non-postponable. When this occurs, the secretary will receive equal compensatory time within thirty days of the occurrence.

- H. On days when school sessions are dismissed early for reasons other than adverse weather, separate specific instructions concerning secretaries will be issued from the Superintendent's Office.

- I. On days when school sessions are dismissed early for adverse weather conditions, school building offices must be staffed by all secretaries for 45 minutes after the last school bus departs. Secretaries staffing non-school offices in the Fairfield Public School District shall also be released from duty 45 minutes after the last elementary school sessions are dismissed.

ARTICLE IV - WAGES

- A. Effective July 1, 2010 employees shall receive a two (2.0%) percent general wage increase. Effective July 1, 2011 employees shall receive a zero (0%) percent general wage increase and no step movement (including no longevity or incremental step movement.) All employees will remain on the same salary grade and step (i.e. will receive the same hourly rate) as the 2010-2011 year. Effective July 1, 2012 employees shall receive a one and forty-seven one hundredths (1.47%) percent general wage increase. The salary schedules for the years 2010-2011, 2011-2012 and 2012-2013 are displayed in Appendix A, B and C respectively.

- B. Pay increases to higher increment steps within job classification will be based on merit and longevity. Employees shall be granted step increments unless the Supervisor/Administrator certifies that the employee has not demonstrated the growth and performance normally expected. Notwithstanding the foregoing, no pay

increases to higher increment steps shall be withheld, except upon prior notice to the employee and after an appropriate opportunity has been afforded to such employee to improve his/her performance.

- C. Incentive Step 7-I, 106% of Step #5, will be available after 12 calendar months in Step #6 and the acquisition of 8 In-service Credits (ISC) of approved in-service professional growth. Step #6 shall remain at 3.8% higher than Step #5.
- D. The Longevity Step (L) will be paid from the anniversary date of 10 completed years of credited service and will be set at \$700.
- E. An annual non-cumulative longevity step (LL) of \$800 is to be awarded to each employee in the bargaining unit upon completion of 15 years of continuous service, commencing on the anniversary date. Effective July 1, 2010, an annual non-cumulative longevity step (LLL) of \$500 is to be awarded to each employee in the bargaining unit upon completion of 25 years of continuous service, commencing on the anniversary date of hire.
- F. Notwithstanding the provisions of Sections D and E, above, there shall be no placement onto or advancement in longevity steps L, LL or LLL for the 2011-2012 contract year; provided, however, that effective July 1 of the 2012-2013 contract year, years of service as set forth in Sections D and E above will be recognized for appropriate placement/advancement in the longevity steps L, LL and LLL.
- G. The Board of Education shall allow any member of the secretarial unit to select payment of annual salary in one of the following manners: 22 pay plan or 26 pay plan.
- H. The Fairfield Public Schools shall have discretion to hire new employees at a higher step than entry level when, in its discretion, recruitment needs render it advisable to do so.
- I. Summer employment or supplemental service on days not normally employed will be compensated at the individual employee's hourly rate. Such employment will be made available to all members of the unit before such employment is offered to persons outside the Bargaining Unit, unless there are no qualified current employees as reasonably determined by the Superintendent or his/her designee.
- J. A notification for each employee in the bargaining unit will be sent to said employees each year containing the following information:
 - a. Salary, Classification and Step, place of assignment before June 30th;
 - b. Transcript of In-service credits accrued before October 1st;

c. Number of accumulated available sick leave days before October 1st

Every Bargaining Unit member in the Town of Fairfield's Employees' Retirement system will receive, by October 1 of each fiscal year, a statement concerning: name, address, social security number, credited service (years and months), fiscal year contributions, accumulated contributions, interest credited, and designated beneficiary.

ARTICLE V - VACATION

- A. The qualifying date for determining earned vacation shall be June 30.
- B. Employees will receive paid vacation according to the following schedule of continuous service completed from June 30 reference date:

| <u>Length of Service completed as of 6/30 of current fiscal year</u> | <u>Vacation days earned for next fiscal year</u> |
|------------------------------------------------------------------------------|------------------------------------------------------|
| Less than 1 year | 1 day/month up to 10 working days |
| 1 - 5 years | 2 weeks - 10 working days |
| 6 - 10 years | 3 weeks - 15 working days |
| 11 years or more | 4 weeks - 20 working days |

In the fiscal year in which the employee reaches his/her 6th and 11th anniversary date of service, their vacation will be increased by a pro-rata portion of the extra 5 days. The additional days are calculated by determining the number of months worked beyond the 6th and 11th year anniversary date prior to the end of that fiscal year. Any of the pro-rata days earned can be taken as vacation as of July 1 of the fiscal year in which you reach your 6th and 11th year anniversary date. The pro-rated calculation is set forth in Appendix F.

For vacation credit for any month, the employee must be employed on the 1st workday of the month to obtain credit for the month.

- C. Employees presently in a 10 1/2 month position who transfer to a 12 month position or whose position is changed to 12 months, will receive accrued vacation time based on their total months of employment.
- D. Vacations must ordinarily be taken during the fiscal year in which the employee becomes entitled to the vacation. However, with the prior approval of the employee's immediate supervisor, up to five (5) vacation days may be carried over to the next fiscal year. There shall be no accumulation of carried over vacation days beyond such five (5) days. Pay in lieu of vacations will not be permitted.
- E. Employees voluntarily terminating their services with the Town and giving two weeks notice will receive vacation accrual equal to 1/12th of their vacation for each full month of service since the previous July 1. Vacation accrual will also be paid to employees

who die or retire. If the employee fails to provide two weeks written notice of their termination, they shall forfeit payment of any accrued vacation.

- F. The amount of vacation to which an employee becomes entitled as of June 30th shall be considered an earned right, payable upon termination for any cause.
- G. A thirteenth holiday will be granted on a date to be selected by the Board of Education.
- H. Twelve-month secretarial employees who have completed more than two but less than five years of continuous service on July 1st, may also elect to take a regular school vacation week of the subsequent fiscal year (December, February, April) without compensation.
- I. Notification must be received by the Human Resources Office at least 14 calendar days in advance. Changes in approved vacation requests must have signature of approval from the unit administrator.
- J. Vacation leaves without pay are discouraged during school sessions. Employees must schedule such vacations during non-school periods unless unavoidable.
- K. The Board's normal contribution for insurance benefit costs will be paid for by the Board of Education when an employee takes a leave of 4 days or less without pay, providing the absence is scheduled during school vacation periods and permission is granted at least 14 days in advance.
- L. Up to five (5) days of a vacation advance may be annexed to a minimum block of five consecutive vacation days after an employee has attained five consecutive years of credited service. Such a vacation advance may be permitted no more frequently than a five (5) year interval.
- M. When initial vacation scheduling conflicts occur, employees who schedule a minimum of five (5) consecutive days will have priority over employees taking lesser amounts.

ARTICLE VI - PENSION PLAN

- A. All bargaining unit members hired prior to attaining age 60 shall become members of the Town of Fairfield Employee Retirement Plan. All employees shall be entitled to retirement benefits after attaining ten (10) years of continuous membership in the Plan. Effective July 1, 1991, those employees covered by this agreement shall become eligible for normal retirement benefits under the Plan if they retire after that date at the age of sixty-two (62) or older.

Effective July 1, 2007, a member eligible for Normal Retirement shall receive an annual benefit equal to 2.275% of the Member's Highest Salary, multiplied by years of creditable service. Highest salary shall mean the highest final base salary paid (including longevity pay) to a Member during the years of active employment. Such salary shall not include compensation for overtime, bonuses, travel or maintenance allowances or

other similar benefits.

Effective July 1, 2008, member's contributions as set forth in Section 2.5 of the Town Retirement Program shall be 4% of the employee's current base salary paid (including longevity pay.)

ARTICLE VII - INSURANCE

- A. The Board may with reasonable advance notice to the Association change carriers, plans and/or plan designs and insure/self-insure, in whole or in part, provided that the level of benefits, coverages, and administration of claims resulting from such change(s) shall be at least substantially equivalent to that which is set forth in Appendix D.

The Board agrees to offer the following: health insurance coverage for all eligible employees and families including eligible dependents: health benefits comparable to the Anthem Blue Cross/Blue Shield medical insurance coverage with the option of a PPO or HMO plan, both with prescription drug coverage and a co-pay dental plan with dependent child rider through age 25. The employee contribution levels and copay amounts for the duration of the contract are set forth in Appendix **D.F.**

- B. Retiring members between the age of 55 and 65 with 15 years of continuous employment with the Board of Education may continue existing coverage in the Health Benefits outlined in the above noted Blue Cross/Blue Shield document, providing they have no other employment. Full premium group rate for the health insurance is to be paid by the individual retiree, semi-annually, in advance, subject to the carrier's approval.
- C. The Board agrees to offer Long Term Disability Insurance for all individuals covered by this Agreement:
1. 60% of salary will be provided after a one (1) year waiting period.
 2. Benefits payable will be:
 - a. for sickness and accident to age 65.
 - b. rights of survivorship.
 - c. primary Social Security leveled at time of disability.
- D. The Board agrees to offer at its own cost and expense a \$40,000 straight term life insurance policy for all individuals covered by this Agreement.
- E. The Board has established an I.R.S. Section 125 for treating premium payment on a pretax arrangement. Under Section 125, the Board of Education will make available those subsections that relate to dependent care and excess medical expenses. Participants shall pay any operating fees.

F. Recovery Incentive Program

Secretaries are encouraged to scan their hospital bills for overcharges and shall be paid 25% of all monies recovered.

G. The Board reserves the right at its discretion to implement a high deductible comprehensive health plan or other alternative to the plans set forth in Section A. Design and premium cost share will be determined by the Board. Participation in any said alternative plan will be voluntary on the part of the bargaining unit members.

H. Each employee must certify annually on a form provided by the Board as to the dependent status of those enrolled in any of the Board of Education's insurance programs, as well as provide information as to any qualifying events affecting eligibility.

ARTICLE VIII - ABSENCES

A. Sick Time

Employees with less than one (1) year's service will receive one day per month sick leave up to a maximum of ten (10) by June 30th. Thereafter, the regular accumulated sick leave provision will be 10 days per year of continuous service cumulative to 150 days.

B. Personal Time

Up to five days in each school year may be allowed with pay for such absences, which in the opinion of the Superintendent of Schools, are considered unavoidable and reasonable, such as illness in the employee's immediate family. One day of such five days shall be permitted by the Superintendent without requiring the employee to disclose the personal need or reason for the absence, provided that such day shall also be for an unavoidable and reasonable purpose.

C. Bereavement

In case of death in the immediate family of any regular employee, such employee shall be entitled to leave with full pay for a maximum of five (5) days. Immediate family is defined as wife, husband, mother, father, daughter, son, mother-in-law, father-in-law, brother and sister, and relatives customarily living in the employee's immediate household.

Permission for time off with pay due to the death of a relative outside of the immediate family may be granted for up to one (1) day.

D. Religious Holidays

All regular employees shall be entitled to leave with full pay for not more than three days in each school year for the observance of major religious holidays.

E. Additional Days

Up to three additional days may be allowed for causes which, while not unavoidable, are deemed important and reasonable by both the employee and the Superintendent of Schools. These three days may be made available to the employee with pay equal to fifty (50) percent of regular daily pay. Such absences are to be exclusive of allowable sick leave.

F. Child-Bearing, Child-Rearing, and Adoption Leaves

Secretaries in Fairfield shall be entitled to Family and Medical Leave pursuant to the Family and Medical Leave Act of 1993, as set forth in the Board's Family and Medical Leave Policy, and the following additional provisions:

a) Child-Bearing Leave of Absence

1. A secretary shall be entitled to use accrued paid sick leave during such time before and after the birth of the child when the secretary is unable to perform her duties.
2. Child-Bearing leave shall begin when the physician certifies that the secretary is disabled.
3. The secretary shall provide documentation from her physician stating when the period of disability commences and when the period of disability is anticipated to cease.

b) Child-Rearing Leave of Absence

1. A secretary shall be entitled to an unpaid leave of absence for child rearing purposes immediately following expiration of child-bearing leave.
2. At the expiration of twelve (12) weeks from the date the child-bearing leave commenced, the secretary may return to work or may remain on leave for the balance of the school year during which the child was born or adopted.
3. A ten and one-half month secretary must notify the Superintendent in writing at least sixty (60) days in advance if she wishes to return to secretarial duties at the beginning of school in the fall. A twelve month secretary must notify the Superintendent, in writing, at least sixty (60) days in advance if she wishes to return to secretarial duties on July 1.

Failure to provide either of the above-referenced notices constitutes resignation of employment.

G. Leaves of Absence for Physical or Mental Illness

Extended paid or unpaid leave may be granted by the superintendent per Board policy to members who have a serious health condition. Such leave will be counted against the member's entitlement, if any, under the Family and Medical Leave Act.

NOTE: Employees will be entitled to 12 weeks of FMLA leave annually for "serious health conditions" upon notice to the superintendent.

H. Family Medical Leave

Any Leaves of Absence taken under this Agreement shall, to the fullest extent allowed by FMLA, be construed as FMLA leave.

ARTICLE IX - PROFESSIONAL DEVELOPMENT

A. The total sum of up to \$5000 will be made available each year to the Fairfield Association of Educational Office Professionals for reimbursing members for business expenses incurred in attending out-of-town conferences and meetings and college courses directly related to their current job responsibilities or job responsibilities related to a growth opportunity within the Bargaining Unit. College tuition will be reimbursed at the rate of \$100 per semester hour for courses pre-approved by the Superintendent of Schools or the Superintendent's designee. Enrollment fees for other job related courses pre-approved by the Superintendent will be reimbursed up to \$100. Monies must be allocated by the Executive Committee of the FAEOP with the advice and consent of the Superintendent of Schools or a designee. Such requests must be received by the Superintendent of Schools or a designee at least 14 calendar days in advance. None of the expenditures referenced above will be approved by the Superintendent unless the Superintendent determines, at his/her discretion, that it meets the approval requirements for reimbursement above.

B. Professional Day

Subject to the approval of individual administrative supervisors and the stipulation that paid substitutes are not required, attendance to two annual in-state CAEOP conferences will be accommodated for:

- a. Four local officers who may attend one such meeting annually.
- b. State committee members who may attend two such meetings annually.
- c. Other members who may attend one such meeting annually with CAEOP members being given priority selection, not to exceed 10% of the bargaining unit.

A clerical substitute may be provided for one secretary offices, if requested by the Supervisor/Administrator, with payment to be provided from the secretarial in-service education appropriation with the approval of the FAEOP Executive Board.

C. In-Service Credits

1. Two in-service credits will be accorded to individuals who complete a term as president of the Fairfield Association of Educational Office Professionals or chairperson of the FAEOP negotiating committee. A member of the negotiating team will be accorded one in-service credit providing the person attends 80% of the meetings. Only one such allowance will be made during any contract period to any individual.
2. Two in-service credits will be accorded to a CAEOP Board Member who completes a one year term providing the person attends 80% of the meetings and conferences.
3. In-service Credits (ISC) will be determined in accordance with standard Continuing Education Unit (CEU) procedures using the formula of 60% for conversion to In-service Credits.

A standard CEU/CEU Equivalent is based on ten (10) hours of contact time.

The following schedule shows the conversion of CEU/CEU Equivalents to In-service Credits:

| | | |
|-----------|---|-----------------------|
| 3 CEU'S | = | 5 In-service Credits |
| 4.8 CEU'S | = | 8 In-service Credits |
| 9 CEU'S | = | 15 In-service Credits |

The following schedule shows the conversion of contact hours to In-service Credits:

| | | |
|-----|--------------------------------------------------------------|--------------------------|
| (a) | 3 hrs or one morning or one afternoon or one evening session | = .5 In-service Credit |
| (b) | 6 hrs or 2 x (a) above | = 1.0 In-service Credit |
| (c) | 12 hrs or 4 x (a) above | = 2.0 In-service Credits |

No credit is given for time blocks of less than one (1) hour unless the partial hours are part of one activity, which has been broken into time blocks, which include partial hours.

Any earned CEU's will be converted to In-service Credits.

College or University credit shall receive In-service Credit recognition equal to the same number of college or graduate credits earned and issued by the institution (i.e. 3 credit course = 3 in-service credits).

4. A cumulative record of in-service credits will be maintained in individual personnel files.
5. Members of the bargaining unit will be granted one day of non-cumulative leave upon the achievement of 15 in-service credits and for each subsequent 5 credits. Any credits applied after the initial 15 credits must be earned on non-work time, i.e., after the regular working hours, evenings, weekends and vacation.

In-service credit days may be annexed before and after vacation time, holidays or holiday weekends. Such days require 10 days advance notification and the approval of the immediate supervisor. No more than three (3) such days may be assembled for a continuous absence period.

By "one day of non-cumulative leave," it is meant that the in-service credit leave day must be utilized by the end of the following school year in which the leave day was earned.

ARTICLE X - PERSONNEL ACTION APPEALS

- A. Any employee, group of employees, or the Association, having a problem concerning (a.) the interpretation or application of any provision, rule, or regulation covered by this Agreement, or (b.) discipline, including dismissal, where it is claimed that such discipline is not based on just cause or constituted a violation of progressive discipline, shall seek adjustment in the step order listed below:

Step #1. Within fifteen (15) days (excluding Saturdays and Sundays) after the occurrence of an alleged grievance, the employee shall submit such grievance in writing to the Section Supervisor. Within five (5) days (excluding Saturdays and Sundays) after the receipt of said notice, said Supervisor shall arrange to and shall meet with said employee for the purpose of adjusting or resolving such grievance. Such Supervisor shall render a decision within three (3) days (excluding Saturdays and Sundays) of such meeting. If such grievance is not resolved to the satisfaction of the employee, the employee may within three (3) days (excluding Saturdays and Sundays) of such decision, initiate Step #2 of this procedure.

Step #2. Further review of such grievance shall be made by presenting in writing such grievance to the Superintendent of Schools. Within five (5) days (excluding Saturdays and Sundays) after the receipt of said notice, the Superintendent or a delegate shall arrange to and shall meet with the employee for the purpose of adjusting or resolving such grievance. The Superintendent or a delegate shall render a decision in writing concerning such grievance within five (5) days (excluding Saturdays and Sundays) of such meeting. If such

grievance is not resolved to the satisfaction of the employee the employee may, within five (5) days (excluding Saturdays and Sundays) of such decision initiate Step #3 of this procedure by filing such grievance in writing with the Board of Education.

Step #3. Said Board will have the option of meeting with the grievant and the Association for the purpose of adjusting or resolving such grievance. The Board shall render a decision in writing concerning such grievance within twenty-one (21) days (excluding Saturdays and Sundays) after notification to it. If such grievance is not resolved to the satisfaction of the grievant, the Association may, within ten (10) days (excluding Saturdays and Sundays) of such a decision, initiate Step #4 of this procedure.

Step #4. Further review of such grievance shall be made by submitting this dispute to arbitration by the American Arbitration Association within ten (10) days (excluding Saturdays and Sundays) of notification of the decision of the Board. The notice of arbitration shall include a brief statement of the issues to be decided by the arbitrator and the specific provisions of the agreement involved. Said Association shall hear and act on such dispute in accordance with its rules of voluntary labor arbitration. The decision of the arbitrator, if made in accordance with his/her jurisdiction and authority under this agreement, shall be final and binding on all parties.

The arbitrator may allocate the costs of the Arbitration Panel as part of the final award. Otherwise, the costs shall be equally borne by the parties.

- B. Failure to process a grievance within the time limits established in Steps One, Two, and Three of this Article presumes that it has been satisfactorily resolved at the last step to which it had been properly processed.
- C. Nothing in this agreement shall be construed as requiring the Fairfield Association of Educational Office Professionals to submit a grievance to arbitration.
- D. One member of the Association's Grievance Committee shall be granted leave from duty with full pay to attend meetings called by the Board in Steps Two, Three, and Four of the Grievance Procedure, when such meetings take place at a time during which such representative is scheduled to be on duty.

ARTICLE XI - MANAGEMENT CLAUSE

- A. Except as herein provided in this Agreement, the right of the Board in all respects to manage its business, operations and affairs; to sub-contract, to change, combine, establish or discontinue jobs or operations, shall be unimpaired. The Board's not exercising any right hereby reserved to it, or its exercising any right in a particular way shall not be deemed a waiver of any such right or preclude the Board from exercising the same in some other way not in conflict with the express terms of this Agreement.

- B. Nothing in the Agreement shall be construed as abridging any right, benefit, or privilege that employees of the Board have enjoyed heretofore, unless such practice has been superseded by provisions of this Agreement.
- C. If it becomes necessary to change work schedules to accommodate energy saving considerations, the Association will cooperate in developing said changes providing they are not inconsistent with other provisions of this Agreement.

ARTICLE XII - LAYOFF AND RECALL

Seniority will determine the order of layoff within job classification for employees in the bargaining unit provided remaining employees are qualified to do the remaining work. An employee whose job is no longer available may displace an employee within the same job classification with the least seniority provided the employee is qualified to do the work, without further training or break in period. Seniority shall be gauged on the basis of continuous service with the Board of Education, including Town service.

Persons laid off due to a reduction in force will receive paid medical insurance benefits for ninety (90) days from the date of layoff or until offered equivalent grade employment, whichever occurs first. Such persons shall be recalled to the first available position in their former grade or any lesser grade if they are qualified to fulfill the position. Reinstatement shall be made if the individual's skills, training, experience, and personal characteristics fulfill the job requirements as specified. Selection shall include an interview by the departmental supervisor. If the former employee declines recall to an available position of the grade previously held and for which he/she is qualified, the person shall forfeit the right to further recall.

Former employees, except as provided above, shall retain seniority status and right of recall for twenty-four twelve (12) months following the date of layoff. During that period, promotional and vacancy notifications will be provided by personal contact and/or certified mail. Response to such notification must be made within one week and return to work must be accomplished within two (2) weeks from acceptance.

All previously accrued contract benefits will be restored upon reemployment in accordance with the provisions of this Article.

ARTICLE XIII - DUTIES

The employees in the unit shall in the absence of a school nurse or health aide render first aid and assistance and the Board agrees that such first aid and assistance shall be considered within the scope of their employment and within the discharge of their duties so that the Board will duly indemnify said employees as provided in Sec. 10-235 of the Connecticut General Statutes. The Board will continue to seek alternate ways of delivering medical aid to elementary school students.

ARTICLE XIV – VACANCIES AND PROMOTIONS

- A. Whenever a vacancy occurs for any promotional position within the bargaining unit, the vacancy and job description shall be posted for at least five (5) working days before it is filled to enable any person who is qualified to bid for the position. Promotional positions shall be filled from within the unit if such applicants provide the skills, training, experience, and personal characteristics to fulfill the job requirements as specified. Probationary employees are precluded from applying.
- B. 1. Screening committees for all job openings within the bargaining unit will be comprised of:
1. Administrator (direct supervisor)
 2. One secretary chosen by management
 3. One secretary chosen by FAEOP
- Additional members may be appointed by the Assistant Superintendent. Each member shall have equal input in the screening committee interviews and deliberation, with the understanding that the activities of the screening committee are advisory only.
2. Promotional applicants shall be informed of the screening outcome within seven (7) working days after the final screening session.
 3. The Board agrees to make a reasonable effort to provide a three-day (3) training period for employees entering a new position. Such training to be provided by the employee leaving the position.
 4. Any secretary interested in a change of assignment should notify the Assistant Superintendent of Human Resources in writing.
 5. When one is promoted, the individual moves up to the lowest step in the new classification, not to make less than one would be making in the prior assignment.
- C. Fairfield Public Schools reserves the right to utilize and identify assessment instruments as a component for selecting applicants to any vacancies, new positions or promotional positions in the bargaining unit. Should the Administration anticipate using an identified assessment instrument for a particular position, it will be noted in the posting and the assessment specifically identified on the notice distributed to the staff.
- D. The Board may require that, as a condition of continued employment in any bargaining unit position, the incumbent or applicant for said position be competent in all job related skills, including the use of the school system's computers and in specific computer applications designated by administration for that specific position. Said designated competence shall be required as a condition for an

employee to apply for any new position, vacancy, or promotional position in the unit.

ARTICLE XV – DUES AND FEES

Upon receipt of the "Authorization for Payroll Deduction" form signed by the employee, the Board agrees to deduct a sum certified by the Secretary or other authorized officials of the Association to be Association dues. Deductions will be made from the regular wages paid to each such employee in an amount justified as monthly total dues of the Association on the Authorization Form. The total dues withheld shall be delivered to the Treasurer of the Association.

An employee may revoke their authorization for dues check-off by sending a written request to the Town, Board of Education, and the Association, during the fifteen (15) calendar days immediately preceding the termination or anniversary date of this Agreement.

- A. As a condition of employment, each employee who is a member of the Association on the effective date of this agreement shall remain a member in good standing for the duration of this agreement or shall be assessed an "Association Service Fee". Such Association Service Fee shall not exceed the Association Dues Assessment currently in effect.
- B. Each employee who is not a member of the Association on the effective date of this agreement shall be required, as a condition of employment, to be a member in good standing or be assessed an Association Service Fee.
- C. Each new employee, as a condition of employment, shall become a member of the Association in good standing after one hundred eighty calendar (180) days of employment or shall be assessed an Association Service Fee. Said Association Service Fee shall not exceed the Association Dues Assessment currently in effect.
- D. In the event a member of the Bargaining Unit contends that a percentage of the service fee is being utilized for matters other than collective bargaining, contract administration, and/or grievance adjustment, the percent of the service fee so claimed shall be placed in an interest-bearing escrow account by the Association until the dispute is resolved. The Fairfield Association of Educational Office Professionals agrees to provide an impartial process to resolve disputes over the amount of the service fee. The Fairfield Association of Educational Office Professionals agrees that this Section D shall impose no cost or liability upon the Board of Education.
- E. The Association agrees to defend, indemnify, and hold the Board and the Town harmless against any and all expenses, liabilities, suits or claims which arise from bargaining unit employees under this Article and/or from the Board's or Town's action in compliance with the provisions of this Article.

ARTICLE XVI – PROFESSIONAL ATTIRE

Each member of the Bargaining Unit shall dress in a professional manner appropriate to his/her assignment.

ARTICLE XVII - DURATION

This agreement shall remain in full force and effect for a period from July 1, 2010 through June 30, 2013. It will remain in effect each year thereafter unless either party gives notice to the other of its intention to change this Agreement.

Date

John G. Mitola
Board of Education

Date

Barbara Milet, Co-President
Fairfield Association of Educational
Office Professionals

Date

Dawn Olson, Co-President
Fairfield Association of Educational
Office Professionals

APPENDIX A – SALARY SCHEDULE 2010-2011

12 MONTH EMPLOYEES

| | 1 | 2 | 3 | 4 | 5 | 6 | 7-I | L | LL | LLL |
|-------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| S-8 | \$34,067 | \$35,431 | \$36,846 | \$38,320 | \$39,853 | \$41,367 | \$42,244 | \$42,944 | \$43,744 | \$44,244 |
| S-8.5 | \$34,964 | \$36,361 | \$37,817 | \$39,328 | \$40,902 | \$42,458 | \$43,357 | \$44,057 | \$44,857 | \$45,357 |
| S-9 | \$35,859 | \$37,293 | \$38,784 | \$40,336 | \$41,950 | \$43,544 | \$44,467 | \$45,167 | \$45,967 | \$46,467 |
| S-10 | \$37,823 | \$39,333 | \$40,908 | \$42,544 | \$44,246 | \$45,927 | \$46,900 | \$47,600 | \$48,400 | \$48,900 |
| S-11 | \$39,787 | \$41,377 | \$43,035 | \$44,755 | \$46,546 | \$48,313 | \$49,338 | \$50,038 | \$50,838 | \$51,338 |
| S-12 | \$41,737 | \$43,406 | \$45,142 | \$46,949 | \$48,826 | \$50,682 | \$51,756 | \$52,456 | \$53,256 | \$53,756 |

10.5 MONTH EMPLOYEES - "SCHOOL YEAR"

| | 1 | 2 | 3 | 4 | 5 | 6 | 7-I | L | LL | LLL |
|-------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| S-8 | \$28,385 | \$29,520 | \$30,702 | \$31,930 | \$33,207 | \$34,469 | \$35,199 | \$35,899 | \$36,699 | \$37,199 |
| S-8.5 | \$29,133 | \$30,298 | \$31,511 | \$32,771 | \$34,080 | \$35,376 | \$36,125 | \$36,825 | \$37,625 | \$38,125 |
| S-9 | \$29,880 | \$31,075 | \$32,318 | \$33,612 | \$34,955 | \$36,283 | \$37,053 | \$37,753 | \$38,553 | \$39,053 |
| S-10 | \$31,520 | \$32,780 | \$34,094 | \$35,456 | \$36,874 | \$38,274 | \$39,085 | \$39,785 | \$40,585 | \$41,085 |
| S-11 | \$33,155 | \$34,482 | \$35,861 | \$37,294 | \$38,788 | \$40,261 | \$41,115 | \$41,815 | \$42,615 | \$43,115 |
| S-12 | \$34,781 | \$36,171 | \$37,619 | \$39,124 | \$40,689 | \$42,235 | \$43,131 | \$43,831 | \$44,631 | \$45,131 |

APPENDIX B – SALARY SCHEDULE 2011-2012

12 MONTH EMPLOYEES

| | 1 | 2 | 3 | 4 | 5 | 6 | 7-I | L | LL | LLL |
|-------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| S-8 | \$34,067 | \$35,431 | \$36,846 | \$38,320 | \$39,853 | \$41,367 | \$42,244 | \$42,944 | \$43,744 | \$44,244 |
| S-8.5 | \$34,964 | \$36,361 | \$37,817 | \$39,328 | \$40,902 | \$42,458 | \$43,357 | \$44,057 | \$44,857 | \$45,357 |
| S-9 | \$35,859 | \$37,293 | \$38,784 | \$40,336 | \$41,950 | \$43,544 | \$44,467 | \$45,167 | \$45,967 | \$46,467 |
| S-10 | \$37,823 | \$39,333 | \$40,908 | \$42,544 | \$44,246 | \$45,927 | \$46,900 | \$47,600 | \$48,400 | \$48,900 |
| S-11 | \$39,787 | \$41,377 | \$43,035 | \$44,755 | \$46,546 | \$48,313 | \$49,338 | \$50,038 | \$50,838 | \$51,338 |
| S-12 | \$41,737 | \$43,406 | \$45,142 | \$46,949 | \$48,826 | \$50,682 | \$51,756 | \$52,456 | \$53,256 | \$53,756 |

10.5 MONTH EMPLOYEES - "SCHOOL YEAR"

| | 1 | 2 | 3 | 4 | 5 | 6 | 7-I | L | LL | LLL |
|-------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| S-8 | \$28,385 | \$29,520 | \$30,702 | \$31,930 | \$33,207 | \$34,469 | \$35,199 | \$35,899 | \$36,699 | \$37,199 |
| S-8.5 | \$29,133 | \$30,298 | \$31,511 | \$32,771 | \$34,080 | \$35,376 | \$36,125 | \$36,825 | \$37,625 | \$38,125 |
| S-9 | \$29,880 | \$31,075 | \$32,318 | \$33,612 | \$34,955 | \$36,283 | \$37,053 | \$37,753 | \$38,553 | \$39,053 |
| S-10 | \$31,520 | \$32,780 | \$34,094 | \$35,456 | \$36,874 | \$38,274 | \$39,085 | \$39,785 | \$40,585 | \$41,085 |
| S-11 | \$33,155 | \$34,482 | \$35,861 | \$37,294 | \$38,788 | \$40,261 | \$41,115 | \$41,815 | \$42,615 | \$43,115 |
| S-12 | \$34,781 | \$36,171 | \$37,619 | \$39,124 | \$40,689 | \$42,235 | \$43,131 | \$43,831 | \$44,631 | \$45,131 |

APPENDIX C – SALARY SCHEDULE 2012-2013

12 MONTH EMPLOYEES

| | 1 | 2 | 3 | 4 | 5 | 6 | 7-I | L | LL | LLL |
|-------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| S-8 | \$34,568 | \$35,952 | \$37,388 | \$38,884 | \$40,439 | \$41,975 | \$42,865 | \$43,565 | \$44,365 | \$44,865 |
| S-8.5 | \$35,478 | \$36,895 | \$38,372 | \$39,906 | \$41,503 | \$43,082 | \$43,994 | \$44,694 | \$45,494 | \$45,994 |
| S-9 | \$36,386 | \$37,841 | \$39,355 | \$40,929 | \$42,566 | \$44,184 | \$45,121 | \$45,821 | \$46,621 | \$47,121 |
| S-10 | \$38,379 | \$39,911 | \$41,509 | \$43,170 | \$44,896 | \$46,602 | \$47,589 | \$48,289 | \$49,089 | \$49,589 |
| S-11 | \$40,372 | \$41,986 | \$43,667 | \$45,412 | \$47,230 | \$49,024 | \$50,064 | \$50,764 | \$51,564 | \$52,064 |
| S-12 | \$42,351 | \$44,044 | \$45,806 | \$47,639 | \$49,544 | \$51,427 | \$52,517 | \$53,217 | \$54,017 | \$54,517 |

10.5 MONTH EMPLOYEES - "SCHOOL YEAR"

| | 1 | 2 | 3 | 4 | 5 | 6 | 7-I | L | LL | LLL |
|-------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| S-8 | \$28,802 | \$29,954 | \$31,153 | \$32,399 | \$33,695 | \$34,976 | \$35,717 | \$36,417 | \$37,217 | \$37,717 |
| S-8.5 | \$29,561 | \$30,743 | \$31,974 | \$33,252 | \$34,581 | \$35,896 | \$36,656 | \$37,356 | \$38,156 | \$38,656 |
| S-9 | \$30,319 | \$31,532 | \$32,793 | \$34,106 | \$35,469 | \$36,817 | \$37,597 | \$38,297 | \$39,097 | \$39,597 |
| S-10 | \$31,983 | \$33,262 | \$34,595 | \$35,977 | \$37,416 | \$38,837 | \$39,660 | \$40,360 | \$41,160 | \$41,660 |
| S-11 | \$33,642 | \$34,989 | \$36,388 | \$37,842 | \$39,358 | \$40,853 | \$41,720 | \$42,420 | \$43,220 | \$43,720 |
| S-12 | \$35,292 | \$36,703 | \$38,172 | \$39,699 | \$41,287 | \$42,856 | \$43,765 | \$44,465 | \$45,265 | \$45,765 |

APPENDIX D – MEDICAL BENEFITS PREMIUM COST SHARE AND CO-PAYS

| <u>Medical – PPO or Equivalent</u> | <u>June 1, 2011</u> | <u>July 1, 2011</u> | <u>July 1, 2012</u> |
|----------------------------------------------------------|----------------------------|----------------------------|----------------------------|
| Home and Office/Specialist | \$20 | \$25 | \$25 |
| Emergency and Urgent Care | \$75 | \$75 | \$75 |
| Hospital Admission | \$150 | \$150 | \$150 |
| Outpatient Surgical | \$0 | \$0 | \$0 |
| Out-of-Network Deductible | | | |
| Single | \$325 | \$325 | \$325 |
| Employee plus one | \$650 | \$650 | \$650 |
| Family | \$975 | \$975 | \$975 |
| Out-of-Network Co-Payment | 80/20 | 80/20 | 80/20 |
| Premium Cost Share - Single | 16% | 16%* | 17%** |
| Premium Cost Share – Two Person & Family | 16% | 16%* | 17%** |
| Spouse employed-eligible elsewhere – Two Person & Family | 21% | 21%* | 22%** |
| Ages for Dependent Children | 25 | 26 | 26 |
| <u>HMO Coverage</u> | | | |
| Home and Office/Specialist | \$20 | \$25 | \$25 |
| Emergency and Urgent Care | \$75 | \$75 | \$75 |
| Hospital Admission | \$150 | \$150 | \$150 |
| Outpatient Surgical | \$0 | \$0 | \$0 |

| | <u>June 1, 2011</u> | <u>July 1, 2011</u> | <u>July 1, 2012</u> |
|----------------------------------------------------------|----------------------|----------------------|----------------------|
| Out-of-Network | None | None | None |
| Premium Cost Share – Single | 14% | 14%* | 15%** |
| Premium Cost Share – Two Person & Family | 14% | 14%* | 15%** |
| Spouse employed-eligible elsewhere – Two Person & Family | 19% | 19%* | 20%** |
| Ages for Dependent Children | 25 | 26 | 26 |
| <u>Prescription Drug</u> | | | |
| <u>3-Tier Formulary</u> | | | |
| Generic | \$10 | \$10 | \$10 |
| Brand | \$30 | \$30 | \$30 |
| Non-list Brand | \$40 | \$40 | \$40 |
| Mandatory Mail Order for Maintenance Drugs | Co-Pay 1 time retail | Co-Pay 1 time retail | Co-Pay 1 time retail |
| Premium Cost Share - Single | 16% | 16%* | 17%** |
| Premium Cost Share – Two Person & Family | 16% | 16%* | 17%** |
| Spouse employed-eligible elsewhere – Two Person & Family | 21% | 21%* | 22%** |
| Ages for Dependent Children | 25 | 26 | 26 |
| | | | |
| <u>Dental</u> | | | |
| Benefit: Preventive | 80% | 80% | 80% |
| Benefit: Basic | 80% | 80% | 80% |
| Benefit: Major | 50% | 50% | 50% |
| Premium Cost Share - Single | 16% | 16%* | 17%** |

| | <u>June 1, 2011</u> | <u>July 1, 2011</u> | <u>July 1, 2012</u> |
|--------------------------------------------------------|------------------------------------------|------------------------|------------------------|
| Premium Cost Share – Two Person & Family | 16% | 16%* | 17%** |
| Ages for Dependent Children | 25 | 25 | 25 |
| <u>Life Insurance (Employee Only)</u> | \$35,000 Death Benefit upon ratification | \$40,000 Death Benefit | \$40,000 Death Benefit |
| | | | |
| <u>Disability Contributions (Employee Only)</u> | \$0 | \$0 | \$0 |

* Effective July 1, 2011, the Premium Cost Share dollar amount will remain the same dollar amount as it was for the 2010-2011 contract year.

** Effective July 1, 2012, the Premium Cost Share dollar amount will increase by 1% and no limit on the dollar amount.

These benefits are provided only upon request. They are not automatically in effect upon employment. If the employee chooses not to enroll, a signed waiver form must be completed and returned to the Insurance Office. Return all unused applications and cards to the Insurance Specialist.

Applications must be submitted to the Insurance Office by the 20th of the month for insurance coverage to begin on the first of the following month. The Board of Education allows the employee to change health insurance with 30 days notice to the Insurance Specialist based on a qualifying event (i.e. marriage, births, termination of spouse's coverage.) These changes will be effective on the first of the following month. Changing coverage from an HMO to a PPO can only occur effective July 1st.

The Board may implement a Comprehensive Plan or HSA as an alternative to the PPO Plan. Details and Premium Cost Share of the Comprehensive Plan or HSA shall be as determined by the Board. Participation by any Secretary in the Comprehensive Plan or HSA is voluntary.

APPENDIX E – VACATION CALCULATION

Vacation Calculation when 6 or 11 years of service are **not** completed as of June 30 of the current fiscal year:

Any of the pro-rata days earned can be taken as vacation as of July 1 of the fiscal year in which you reach your 6th and 11th year anniversary date.

Must start on first workday of month to get credit for month.

Calculation of Months credit when hired:

| <u>IF 1ST WORKDAY OF</u> | | <u>IF NOT 1ST</u> | |
|---------------------------------|----|-------------------------------------|----|
| <u>MO</u> | | <u>WORKDAY</u> | |
| JULY | 12 | JULY | 11 |
| AUG | 11 | AUG | 10 |
| SEPT | 10 | SEPT | 9 |
| OCT | 9 | OCT | 8 |
| NOV | 8 | NOV | 7 |
| DEC | 7 | DEC | 6 |
| JAN | 6 | JAN | 5 |
| FEB | 5 | FEB | 4 |
| MAR | 4 | MAR | 3 |
| APR | 3 | APR | 2 |
| MAY | 2 | MAY | 1 |
| JUNE | 1 | JUNE | 0 |

The additional days are calculated by determining the number of months worked beyond the 6th and 11th year anniversary date prior to the end of that fiscal year.

5 days = 0.42 vacation day per month

12 months completed as of June 30 = full 5 days

| | | | | | |
|--|-----------|---|----------------|---|----------|
| | 11 months | X | 0.42 per month | = | 4.6 days |
| | 10 months | X | 0.42 per month | = | 4.2 days |
| | 9 months | X | 0.42 per month | = | 3.8 days |
| | 8 months | X | 0.42 per month | = | 3.4 days |
| | 7 months | X | 0.42 per month | = | 2.9 days |
| | 6 months | X | 0.42 per month | = | 2.5 days |
| | 5 months | X | 0.42 per month | = | 2.1 days |
| | 4 months | X | 0.42 per month | = | 1.7 days |
| | 3 months | X | 0.42 per month | = | 1.3 days |
| | 2 months | X | 0.42 per month | = | 0.8 days |
| | 1 month | X | 0.42 per month | = | 0.4 days |

SIDE LETTER OF UNDERSTANDING

This side letter of understanding will confirm that the Board of Education has notified the Union that the Board intends to exercise its right under Article XI – Management Clause to reclassify and/or update jobs or operations. Fairfield Association of Educational Office Professionals agreed to work cooperatively with the Board on said reclassification/ updates as long as the Board had no intention of downgrading positions.

Date

David Weber, Chairman
Board of Education

Date

Julie Anne Power, President
Fairfield Association of Educational
Office Professionals

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