

COLLECTIVE BARGAINING NEGOTIATIONS

BETWEEN

FAIRFIELD BOARD OF EDUCATION

AND

**FAIRFIELD PUBLIC SCHOOLS
SPECIAL EDUCATION TRAINERS**

AFSCME COUNCIL 4

2007-2011

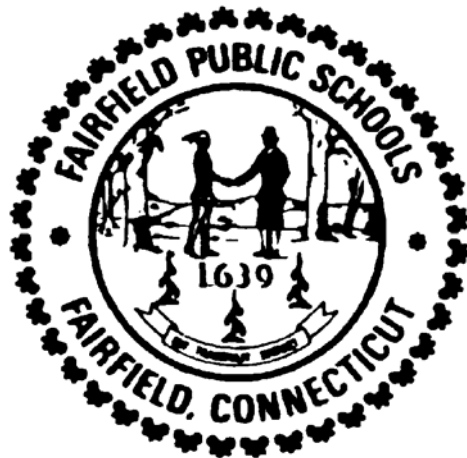


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ARTICLE I

RECOGNITION

The Board hereby recognizes the Union as the exclusive bargaining representative on matters of wages, hours of employment and other conditions of employment, for all Special Education Trainers employed by the Board, except those excluded by MERA.

ARTICLE II

MANAGEMENT RIGHTS

Except as specifically and expressly herein provided in this Agreement, the right of the Board in all respects to manage its business, operations and affairs, to discharge and discipline employees for cause, to subcontract any and all operations; and to create, amend, modify, change, combine, establish, reduce, eliminate or discontinue jobs, job descriptions, or operations, shall be unimpaired. Management of the Board, the control of Board property and the maintenance of order and efficiency is solely the responsibility of the Board. Accordingly, the Board also retains the right, including, but not limited to, the selection and direction of the working forces, including the right to hire, suspend, discipline or discharge for just cause, to assign, promote or transfer in accordance with the bidding provisions of this Agreement, to determine the amount of overtime to be worked, to lay off employees because of lack of work, to decide the number and location of its facilities, stations and buildings, to determine the work to be performed within the bargaining unit, to determine maintenance and repair needs and requirements, to select, procure, design and control equipment and material, contract or otherwise, and to make reasonable rules which shall not be inconsistent with this Agreement. Except as these rights shall be specifically limited elsewhere in this Agreement, they shall be reserved for the Board and its authorized representative. Reference in this first paragraph to the Board's right to "subcontract any and all operations" and to "contract or otherwise" is limited to the subcontracting of work consistent with practice, or when as reasonable or necessary to perform the functions of the jobs of the unit when a bargaining unit employee is not available to competently perform the work, or where gender needs are inconsistent with the gender of available staff.

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.

No practice, benefit, right, privilege, condition of employment or entitlement shall survive the date of execution of this 2007 - 2011 Collective Bargaining Agreement, nor continue thereafter, unless expressly and specifically included in writing in this Collective Bargaining Agreement.

ARTICLE III

NO STRIKE, WORK STOPPAGE OR LOCK-OUT

Pursuant to Connecticut General Statutes Section 7-467 and pursuant to the terms of this Article III, neither the employees included in this Agreement nor AFSCME Council 4, Local 1303-440 nor their agents or representatives shall engage in any strike, slow down, suspension of work or work stoppage or interruption of the Board's services or operation, nor shall the Board engage in any lock-out of bargaining unit employees.

ARTICLE IV

GRIEVANCE PROCEDURE

- Step #1: Within ten (10) working days after the occurrence of an alleged grievance, the Union shall submit the grievance in writing and signed by the individual or his representative to his/her immediate supervisor. Within ten (10) working days after the receipt of said notice, said supervisor shall arrange to and shall meet with said Union for the purpose of adjusting or resolving such grievance. Such supervisor shall render a decision within ten (10) working days of such meeting. If such grievance is not resolved to the satisfaction of the Union, the Union may, within the time limits set forth therein, 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 by no later than ten (10) working days following the Step I decision. Within ten (10) working days after receipt of said notice, the Superintendent or delegate shall arrange to and shall meet with the Union for the purpose of adjusting or resolving such grievance. The Superintendent or designee shall render a decision in writing within ten (10) working days of such meeting. If such grievance is not resolved to the satisfaction of the Union, the Union may within ten (10) working days of such decision initiate Step #3 of this procedure.
- Step #3: Further review of such grievance shall be made by presenting in writing such grievance to the Board of Education of the Town of Fairfield. Within ten (10) working days after the Board receives such grievance, the Board shall have the option of meeting with the Union for the purposes of adjusting or resolving such grievance. The Board shall render a decision in writing concerning such grievance within ten (10) days after such meeting with the Board. If such grievance is not resolved to the satisfaction of the Union, the Union may, within ten (10) working days of such 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) working days 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 provision of the Agreement involved. Said Association shall hear and act upon such dispute in accordance with its rules of voluntary labor arbitration. The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, shall be final and binding on all parties. Only the Union or the Board may submit a grievance to Arbitration.

The arbitrator shall not rule on any dispute which is not called specifically to the attention of the Board or its representatives in accordance with the aforesaid grievance procedure nor shall the arbitrator have any power to add to, subtract from, vary, modify or amend in any way, the terms of the Agreement.

The time limits specified in the preceding sections of this article may be extended by written agreement of all parties.

The fee of the arbitrator and the administration expense of the arbitration, if any, shall be shared equally by the Board and the Union but other expenses shall be borne by the party incurring them, including payments to representatives, witnesses, etc.

The Board agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance and the Union agrees that it will not bring or continue, and that it will not represent any employee in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator.

Any grievance not advanced to the next Step of this grievance procedure within the applicable time limits is waived.

The Board may also file a grievance and submit a dispute directly to arbitration pursuant to Step 4 herein, provided it first notifies the Union in writing of said dispute, and meets with the Union in an attempt to resolve it.

ARTICLE V

INSURANCE

The Fairfield Board of Education currently offers the following benefits for full time employees only:

1. Choice of Anthem BC/BS Medical Insurance Coverage with the option of a PPO or HMO Plan.
2. Prescription Drug Coverage.
3. Dental Insurance with Dependent Student Rider.

4. Long-term Disability Insurance. (Employee only). If employee waives disability insurance at time of employment, employee will have to provide evidence of insurability at a later date.
5. Full payment of premiums is provided by the Board of Education for a \$15,000 Life Insurance policy. (Employee only).

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 Business Office. Return all unused applications and forms to the Insurance Specialist.

Applications must be submitted to the Business 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.

Employees participating in the Benefits set forth above shall pay a premium cost share for the benefits set forth in Sections 1-3, as set forth in Appendix A except for the life insurance premium, for which the employer pays the entire premium cost; and the long-term disability insurance, for which the employee pays \$.80 per month.

A summary of the benefits described above is set forth in Appendix A hereto. The Board reserves the right to change carriers or to self-insure in whole or in part, as long as the benefit package, when compared on an overall basis, remains substantially comparable.

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 Special Education Trainer in the Comprehensive Plan or HSA is voluntary.

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

Workers' Compensation

Number of days for full salary will be capped based on the following:

- 1 working day at full pay for each month of service to a maximum of 90 days full pay
- Days paid after full salary is received will be compensated at the approved workers' compensation rate of pay

ARTICLE VI

SICK LEAVE

- A. Full time employees will receive ten (10) days sick leave per contract year, credited at the beginning of the contract year, which shall accumulate up to a maximum of 120 days. Pro-rated sick leave will be credited if an employee starts after the beginning of the contract year or if an employee is employed less than full time.
- B. A doctor's certificate must be presented in the case of absence due to illness or injury over five (5) days.

ARTICLE VII

EMPLOYMENT DEFINED

- A. Employment Year

The yearly work calendar shall be established by the Board on an annual basis. The work year for any particular position or for the different employees within a specific position, shall be determined and may be modified by the Board in its sole discretion consistent with operational requirements and the interests of education in the school system.

- B. The normal work week shall be from Monday to Friday.

- C. Employment Day

The normal work day is 7.5 hours which includes a 30 minute working paid lunch.

Notwithstanding the foregoing, the work day shall be assigned and may be modified by supervision for any particular employee or job classification consistent with operational requirements and the interests of education in the school system.

- D. The regular work year will normally be two hundred and sixteen (216) days for full time employees. However, nothing herein is a guarantee of work or pay.

- E. Attendance is a requirement of all positions and employees are expected to report to work unless they are absent due to an authorized absence or schools or offices are closed due to adverse weather conditions.

ARTICLE VIII

EXCUSED LEAVES

The following are days of excused leaves:

A. In case of death in the immediate family of any employee, such employee shall be entitled to leave with pay for three days within seven days immediately following the death to the extent the employee was scheduled to work on any of such three days. The immediate family shall consist of husband, wife, mother, father, daughter, son, grandparents, mother-in-law, father-in-law, brother, sister and relative living in the employee's immediate household. The Superintendent or designee may, at his/her discretion, extend the length of bereavement leave using available personal days.

B. All regular employees shall be entitled to leave with pay for not more than three (3) days in each school/physical year for the observance of major religious holidays celebrated by such employee.

C. Each employee shall be entitled to five (5) days in each school year with pay for personal reasons, which in the opinion of the Superintendent of Schools, are considered unavoidable and reasonable, such as illness in the employee's immediate family. Should one of these requests be so personal in nature that the employee wishes it to be considered private, the employee may discuss this request directly with the Superintendent of Schools or his/her designee.

D. Up to two (2) additional days may be allowed for causes that while not unavoidable, are deemed important and reasonable by both the employee and the Superintendent of Schools. These two 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.

E. The employee may be required to provide the specific reason for any of the requested leaves set forth above except for the one (1) private day referenced in Section C.

F. The days set forth in this Article are prorated the first year of employment and based on F.T.E.

ARTICLE XIV

PENSION PROGRAM

Full-time bargaining unit employees shall be eligible to participate in the Town of Fairfield Employees Retirement System Pension Plan, consistent with its terms and qualifications.

Pursuant to Section 2.5 of the Town Employee Retirement System Pension Plan, employees annual contribution shall be 2% of the first \$7800 earned, and 5% of annual earnings in excess of \$7800.

ARTICLE X

PROBATIONARY PERIOD

All new employees shall be subject to a probationary period of ninety (90) days worked, and shall have no seniority rights nor rights under the just cause article of the Agreement, nor any recourse to the grievance procedure during this period, but shall be subject to all other provisions of this Agreement. During the probationary period, an employee may be terminated without cause at any time for any reason at the discretion of the Board.

ARTICLE XI

VACANCIES AND TRANSFERS

For any job opening created by a vacancy in an existing position which the Board desires to fill or as a result of the establishment of a new position which the Board desires to fill, the Board will post a notice of said position via electronic notification for five (5) business days before it is publicly advertised.

Any said posting shall include position, title, rate of pay and minimum requirements for the position.

The Board shall appoint to the position the senior qualified applicant within this bargaining unit who applied for the position.

ARTICLE XII

LAY-OFF PROCEDURE

- A. Lay-offs occur when the Board in its discretion decides to reduce the number of positions and/or is confronted with the necessity of eliminating, combining or reducing positions due to budget issues, and/or the combination, reduction or elimination of positions for any other reasonable basis.
- B. The employee must immediately notify the Board in writing of his/her current address and of any other subsequent address changes.
- C. An offered position must be accepted within two (2) weeks.
- D. Written notice by certified mail shall be adhered to by both parties.

- E. An employee's position on the recall list shall expire twelve months following the date of separation.
- F. Any employee who refuses a recall to a position (whether full-time or part-time) shall be removed from the recall list.
- G. In effecting layoffs and recalls, the least senior employee shall be laid off provided the remaining employees in a layoff and the recalled employees are qualified to perform the remaining work and the recalled assignment respectively, based upon training, experience and when relevant based upon the child's needs, compatibility and temperament relative to the child(ren) involved in this specific assignment.

ARTICLE XIII

WAGES

Effective retroactively to July 1, 2007, all wage rates in effect on June 30, 2007, shall be increased by two and nine-tenths percent (2.9%).

Effective retroactively to July 1, 2008, all wage rates in effect on June 30, 2008, shall be increased by two and nine-tenths percent (2.9%).

Effective July 1, 2009, all wage rates in effect on June 30, 2009, shall be increased by zero percent (0%).

Retroactive payment of the general wage increases is available only to those employees still on the active payroll on the date of signing of this collective bargaining agreement by all parties.

There shall be a reopener on wages only for the July 1, 2010 - June 30, 2011 contract year.

ARTICLE XIV

BRIDGE WEEK

One and one-half times the employee's straight time hourly rate shall be paid for hours worked during "bridge weeks."

Bridge weeks are defined as days beyond the normal school year plus summer school, and necessary to have staff available to satisfy IEP requirements and most commonly occurring as one week in each February, April, August, December and one or two weeks in June.

Bargaining unit employees will be available to sufficiently staff bridge weeks.

The above shall be implemented by first offering the assignment to the employee assigned to the child. If such employee declines, then the time will be offered to qualified employees in the building on a seniority basis. If staffing levels are still not reached, then qualified employees may be assigned on a reverse seniority basis.

Any offer on a seniority basis or assignment on a reverse seniority basis shall be done with equitable distribution to spread out the work over the bargaining unit.

Each assignment for any day during the bridge week will be for the entire assignment day, not part of an assignment day; plus assignments are for the day, not the entire week.

Schedules will be formulated starting on October 1st for the school year and finalized by November 1st. Staff and families will receive a confirmed schedule for each bridge week, three weeks prior to the bridge week. The schedule and assignment will be confirmed in order to address any unanticipated changes wither in the family's or staff member's schedules

Bridge week assignment seniority shall be defined by building seniority; however if the bridge week assignment cannot be staffed by current employees continuing with their current assignment or senior qualified employee taking an assignment, then the involuntary assignment by inverse seniority will be the basis of system wide seniority.

ARTICLE XV

DISCIPLINE/DISMISSAL

The Board retains all rights to discipline, up to and including discharge, for just cause.

ARTICLE XVI

OVERTIME

Employees shall be available for and perform such overtime work as directed by the Board or its designee.

Hours worked beyond an employees' normal work week but not more than forty (40) hours per week shall be compensated at the employee's regular hourly rate. Hours worked in excess of forty (40) hours per week shall be compensated at one and one half (1 ½) times the employee's regular rate. Any and all overtime must be preapproved by appropriate Supervisor(s.)

Authorized absences under the terms of this Agreement shall not be credited to the forty hour per week period for determining overtime payments.

ARTICLE XVII

FAMILY MEDICAL LEAVE

Any leaves of absence taken under this Agreement except Workers' Compensation leaves, shall be construed as FMLA leave.

The Board's normal contribution for insurance benefits costs will be paid for by the Board of Education when an employee takes a non-FMLA leave of 4 days or less without pay. Employees will be responsible for both the employer and the employee contribution for insurance benefits when a non-FMLA leave is more than 4 days.

ARTICLE XVIII

PROFESSIONAL ATTIRE

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

ARTICLE XIX

UNION SECURITY AND CHECK OFF

All employees in the bargaining unit shall, as a condition of employment, become members of the Union or pay a service charge each month equal to the cost of administering and negotiating this Agreement and servicing the grievance provisions. Any objections to this section by any bargaining unit member may be appealed in writing to the Union for review.

Upon receipt of a signed authorization form, the Employer shall deduct from the employee's earned wages each payroll period such dues or service charges as the Union shall determine.

The amount to be deducted will be specified in writing by the responsible Union official and may be increased or decreased at any time with a sixty (60) day written notice by said Union official to the Employer.

Deductions as provided above shall be remitted to the Council #4 office of the Union not later than thirty (30) days after such deductions have been made, along with an initial list of the employees from whom the deductions have been made.

The Union agrees to indemnify and to hold the Board harmless against any and all claims, costs, fees, demands, suits or other forms of liability including attorneys' fees that shall or may arise out of or by reason of action taken or not taken by the Board for the purpose of complying with the provisions of this Article.

ARTICLE XX

TRAINING AND CERTIFICATIONS

All training and certifications required for the position will be completed or kept current in order to remain employed in said position. Any training or certification required by the Board for the employees shall be reimbursed by the Board.

ARTICLE XXI
UNION RIGHTS

The employer shall provide each employee with one copy of this contract within a reasonable period of time after its execution. New employees will be provided with a copy of this contract within a reasonable period of time following their date of hire.

The Union Staff Representative who services the bargaining unit will be allowed reasonable access to the employers' buildings where bargaining unit employees are working to address issues that are covered by the terms and conditions of this Agreement. Said Union Representative must first notify the Superintendent or his/her designee and the Building Administrator of the Union Representative's intention to visit a specific site and the time, date and duration of said visit, and announce his/her presence to the Building Administrator upon arrival. The Union Staff Representative's presence shall not interfere with the work of bargaining unit employees.

ARTICLE XXII

SENIORITY

Seniority shall mean the length of the most recent period of continuous uninterrupted service by the employee for the Board, measured in calendar days from the first day the employee most recently commenced employment with the Board. If the application of the preceding sentence results in two or more employees having the same seniority, the employee whose application was received earlier by the Board's office shall be deemed more senior.

An employee's seniority shall be lost and his/her right of employment/reemployment/recall is terminated if:

- a) The bargaining unit member is discharged for cause;
- b) The bargaining unit member quits, resigns, retires or otherwise terminates his/her employment;
- c) Bargaining unit member fails to return to work as set forth in Article XII, Layoff Procedure;

- d) The bargaining unit member is laid off for more than twelve (12) months as set forth in Article XII;
- e) The bargaining unit member is absent for three (3) days without showing up or notifying his/her building administrator.

The Board shall prepare and maintain a seniority list showing each employee's seniority, current wage classification and accumulated sick leave as of July 1 annually.

ARTICLE XXIII

PERSONNEL FILES

An employee or his representative with the employees' written authorization, shall have the right to inspect, and/or reproduce any material contained in the employee's personnel file, with reasonable notice, generally within 48 hours.

No disciplinary or evaluative materials shall be placed in an employee's file unless the employee has had an opportunity to read and sign the material. Such signature merely signifies that he/she has read the material. Signature does not necessarily indicate agreement with its content. In the event the employee chooses not to sign, a Union official shall be required to sign such material acknowledging receipt.

ARTICLE XXIV

NO LAYOFF

The Board agrees that there shall be no layoff of bargaining unit members for the period from the date of execution of this Agreement through June 30, 2010; however, employees lost to attrition need not be replaced.

ARTICLE XXV

SAVINGS CLAUSE

If any article or section of the Agreement or any appendices and schedules thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and appendices and schedules shall not be affected thereby.

ARTICLE XXVI

DURATION

This Agreement shall be in effect from the date of its execution through June 30, 2011; provided there shall be a reopener on wages only for the 2010-2011 contract year.

Sue Brand, Chairman
Fairfield Board of Education

Patricia Allaire, President
Special Education Trainers
AFSCME, Council 4, Local 1303-440

Anthony Bento, Staff Representative
AFSCME, Council 4, AFL-CIO

APPENDIX A

Effective upon execution of the Collective Bargaining Agreement

Medical – PPO or Equivalent	
Home and Office	\$25 co-pay
Emergency and Urgent Care	\$75 co-pay
Hospital Admission	\$100
Outpatient Surgical	\$100
Out-of-Network Deductible	
Single	\$325
Employee plus one	\$650
Family	\$975
Out-of-Network Co-Payment	80/20
Premium Cost Share	7%/28%*
Ages for Dependent Coverage	25
HMO Coverage	
Home and Office	\$25 co-pay
Emergency and Urgent Care	\$75 co-pay
Hospital Admission	\$100
Outpatient Surgical	\$100
Out-of-Network	None
Premium Cost Share	5%/26%*
Ages for Dependent Children	25

Prescription Drug	
3-Tier Formulary	
Generic	\$10
Brand	\$20
Non-list Brand	\$35
Mandatory Mail Order for Maintenance Drugs	Co-Pay 2 time retail
Premium Cost Share	7%/28%*
Ages for Dependent Children	19-25
Dental	
Benefit: Preventive	80%
Benefit: Basic	80%
Benefit: Major	50%
Premium Cost Share	7%/35%*
Ages for Dependent Children	19
Life Insurance (Employee Only)	\$15,000 Death Benefit
Disability Contributions (Employee Only)	Substantially equivalent to current program with one year waiting period 60% of final salary - \$3,000 max
	\$.80 per month employee contribution (employee only)

Premium Cost Shares effective July 1, 2010

PPO 9%/28%*

HMO 7%/26%*

RX 9%/28%*

Dental 9%/35%*

*Higher premium cost share percentage applies to employee + one and family coverage.

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