

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
FAIRFIELD BOARD OF EDUCATION
AND
AFSCME COUNCIL 4
INFORMATION TECHNOLOGY TECHNICIANS
AFSCME COUNCIL 4

2007-2011

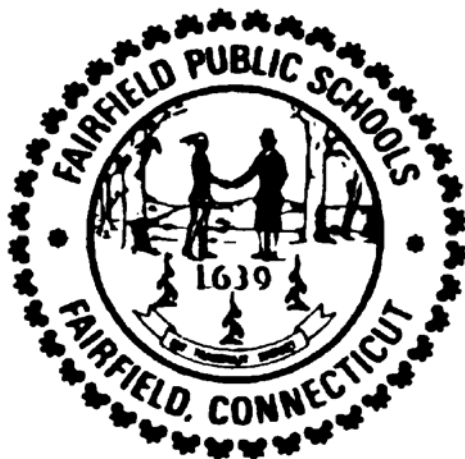


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ARTICLE I

RECOGNITION

The Fairfield Board of Education (hereinafter referred to as the “Board”) recognizes Council 4, AFSCME, AFL-CIO as the certified bargaining representative for purposes of collective bargaining of employees in a unit classified as all full time and regular part time Elementary Media Technicians, Computer Technicians – Middle School, Computer Technicians, Network Engineer and Help Desk Technicians employed by the Fairfield Public Schools, and excluding Manager of Information Technology/Chief Information Officer, Application Software Support Specialist/Technical Service Software, Support Specialist, Application Integration Specialist, Applications Analyst Programmer, Senior Field Operations Analyst, Supervisors, Professional Employees, Confidential Employees, Administrative Officials and all other employees and exclusions per operation of Law, for purposes of collective bargaining with respect to wages, hours and other conditions of employment, pursuant to State of Connecticut Labor Department, Connecticut State Board of Labor Relations certification dated April 20, 2007 in case number ME-26517.

ARTICLE II

MANAGEMENT RIGHTS CLAUSE

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 specifically be 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 in training or emergency situations.

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 2008 - 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 1303-439 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 lockout of bargaining unit members.

ARTICLE IV

GRIEVANCE PROCEDURE

The Union or any employee or group of employees which is aggrieved concerning a violation, misinterpretation or inequitable application of any of the provisions of this Agreement, may seek adjustment as follows:

- 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 five (5) 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 five (5) 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 #1 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 delegate shall render a decision in writing within five (5) working days of such meeting.
- Step #3: If such grievance is not resolved to the satisfaction of the Union, the Union may initiate Step #3 of this procedure by presenting in writing such grievance to the Board of Education of the Town of Fairfield within ten (10) working days of the Step #2. Within fourteen (14) 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 twenty-one (21) working days after notification to 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 the Union submitting this dispute to arbitration by the American Arbitration Association within ten (10) working days of the Step #3 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 or an HSA.
2. Prescription Drug Coverage.
3. Dental Insurance with Dependant Child 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 for those positions currently receiving a \$15,000 policy; and for a \$30,000 Life Insurance Policy for those positions currently receiving a \$30,000 policy. (Employee only).
6. The Board will implement a Section 125 Plan effective July 1, 2010.

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 card must be completed and returned to the Business Office. Return all unused applications and cards 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 and the Premium Cost Share are 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 as an alternative to the PPO Plan. Details and Premium Cost Share of the Comprehensive Plan shall be as determined by the Board. Participation by any employee in the Comprehensive Plan is voluntary.

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'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:

- One (1) day per month worked with a 100 day cap.
- 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 one hundred and twenty (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 normal work year is 248 work days for 12 month employees; 203 work days for 11 month employees; and 196 work days for 10 ½ month employees.

Notwithstanding the foregoing, 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 eight (8) hours plus a thirty (30) minute unpaid lunch for 12 month employees; and seven (7) hours plus a thirty (30) minute unpaid lunch for 10 ½ month employees and 11 month employees.

Notwithstanding the foregoing, the work day shall be as 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. Nothing herein is a guarantee of work or pay.

E. The yearly work calendar shall be established by the Board on an annual basis.

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 of three days for purposes of preparing for and attending the funeral. Employee shall be paid 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.

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. Up to five (5) 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. 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 three (3) 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 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.

E. The employee may be required to provide the specific reason for any of the requested leaves set forth above.

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

ARTICLE XIX

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. During said probationary period, the employee shall have all rights under the Collective Bargaining Agreement except for the discipline article of the agreement and the grievance procedure as it relates to discipline and/or discharge. The probationary employee may be terminated at any time for any reason during the probationary period, without recourse to the grievance procedure.

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 to allow an employee to apply for said position.

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

In filling vacancies, the Board shall appoint to the position the senior qualified applicant within this bargaining unit who applied for the position.

Transfers and assignments shall be at the discretion of the Superintendent in the best interest of the school system.

The Board and the Union recognize that the involuntary transfer of staff is/may be advisable and/or necessary and in the system's best interest.

In considering qualifications in regard to the filling of vacancies and transfers, the Administration will review employment records, qualifications, experience, training and ability in arriving at a decision.

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.

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. An employee within thirty (30) days of separation shall submit his/her name in writing by certified mail to the Superintendent of Schools or designee to be placed on the recall list.
- C. The employee must immediately notify the Board in writing of any address change.
- D. An offered position must be accepted within two (2) weeks.
- E. Written notice by certified mail shall be adhered to by both parties.
- F. An employee's position on the recall list shall expire twelve months following the date of separation.
- G. Any employee who refuses a recall to a position (whether full-time or part-time) shall be removed from the recall list.
- H. In effecting layoffs all seasonal and temporary employees shall be laid off first. Thereafter, whenever a reduction in the workforce is required, the reduction will be made within the classification determined for layoff by inverse seniority within that classification, provided the remaining employees in the classification can perform the remaining work without training or break in period. Any employee who is to be laid off can bump the least senior employee in a lower classification, provided the bumping employee has more seniority than the employee to be bumped and can do the work without training or break in period. For the purposes of this section the hierarchy of classification shall be as follows:
 - a) Network Engineer
 - b) Help Desk
 - c) High School/Middle School Technician
 - d) Elementary Technician

Laid off employees shall be recalled with the most senior employee on lay off the first to be recalled, provided that the employee has the ability to fully perform the work available without training or break in, provided, however, no employee may be recalled to a higher classification than that from which he/she was laid off.

I. For purposes of this Article XII, seniority shall mean an employee's most recent period of continuous uninterrupted service for the Board, measured in calendar days from the first day the employee began working for the Board. If the application of the proceeding 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. Probationary employees shall have no seniority during their probationary period for purposes of this Article.

ARTICLE XIII

WAGES

Effective July 1, 2007, for all employees still on the payroll, they shall receive a .70 cents per hour increase to their current wage rate.

Effective July 1, 2008, for all employees still on the payroll, they shall receive a 2.9% increase to their 2007-2008 wage rate.

Effective July 1, 2009, all wage rates shall remain at the 2008-2009 rate.

Effective July 1, 2010 wage rates for the 2010-2011 contract year shall be subject to reopener.

As to Elementary Technicians, the parties acknowledge that there are currently, as of February 18, 2010, eleven (11) elementary technicians. Prior to this collective bargaining agreement, they were paid on a five step schedule as follows:

- Step One - \$19.23 per hour
- Step Two - \$19.90 per hour
- Step Three - \$20.59 per hour
- Step Four - \$21.31 per hour
- Step Five - \$22.05 per hour

Four of said eleven Elementary Technicians are currently paid at \$19.23 per hour, one is paid at \$19.90 per hour, and six are paid at \$22.05 per hour. The five Elementary Technicians who are paid at less than the top step shall advance one step each contract year until they are paid at the maximum step. They shall also have the above referenced cents per hour added to their step rate for that year. For example, the one elementary technician who is currently at step two would advance to step three at \$20.59 per hour effective July 1, 2007 or her date of hire whichever is later. The cents per hour wage

increase for the 2007-2008 year (.70 cents) would be added to the \$20.59 to establish her rate for that year.

The above referenced dollar per hour step rates shall not change for the term of this agreement, but each employee below maximum step shall advance on to that step and be paid that rate plus the cents per hour as set forth above.

This step schedule shall continue until the current five employees who occupy steps one and/or two reach maximum rate and/or leave the positions.

New hires at anytime shall be placed on the lowest occupied step for Elementary Technicians.

It is understood and agreed that but for the foregoing scenario applicable to Elementary Technicians only, there is no step schedule in this collective bargaining agreement.

ARTICLE XIV

DISCIPLINE/DISMISSAL

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

ARTICLE XV

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 the appropriate Supervisor(s.)

One and one-half (1 ½) times the employee's straight time hourly rate shall be paid for hours worked on Saturdays.

One and one-half (1 ½) times the employee's straight time hourly rate shall be paid for hours worked on Sundays.

Employees shall receive two (2) times their regular rate of pay for all hours worked on holidays in addition to holiday pay.

Employees called back to work after the completion of their normal work day, or prior to the beginning of their normal work day, or on Saturday or Sunday or Holidays shall be paid a minimum of four (4) hours each time they are called at the appropriate overtime rate.

Notwithstanding paragraphs 2-6, above, there shall be no pyramiding of overtime.

Holiday, sick days and other authorized absences under the terms of this Agreement shall not be credited to the forty hour per week period for determining overtime payments.

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 XVI

FAMILY MEDICAL LEAVE

Any leaves of absence taken under this Agreement except for Workers Compensation Leave shall, to the fullest extent allowed by FMLA, 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 XVII

PROFESSIONAL ATTIRE

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

ARTICLE XVIII

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 Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

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 XIX

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 required by the Board will be paid for by the Board. If the Board requires a specific certification to assume a position, the employee will pay the cost of certification and the cost of maintenance of the certification. If the Board requires a specific new certification, then the Board will pay for the cost of one certification assessment. Employee will be responsible for the cost of the renewal of the certification. In all certification assessments, Board will only pay for one assessment. Retakes due to no show, failure, disqualification, etc. will be paid for by the employee.

ARTICLE XX

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 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 presence to the Building Administrator upon arrival. The Union Staff Representative's presence shall not interfere with the maintenance or production work of bargaining unit employees.

The Board will place one bulletin board in an accessible place at the Central Office for the exclusive use of the Union. The use of said bulletin board shall be limited to informational, non-inflammatory purposes.

ARTICLE XXI

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 began working for 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 return to work as set forth in Article VIII, Layoff Procedure;
- d) The bargaining unit member is laid off for more than one year as set forth in Article VIII;
- e) The bargaining unit member is absent for three (3) days without showing up or calling in. to the manager of Technology or his/her designee, unless extraordinary, extenuating circumstances made it impossible for the employee to show up or call in.

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 XXII

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.

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 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 XXIII

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 XXIV

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 XXV

VACATIONS

- A. The qualifying date for determining earned vacation shall be June 30.
- B. Full time 12 month 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* |
| 1-2 years | 2 weeks – 10 working days |
| 2-3 years | 11 working days |
| 3-4 years | 12 working days |
| 4-5 years | 13 working days |
| 5-6 years | 14 working days |
| 6-7 years | 3 weeks – 15 working days |

Length of Service
completed as of 6/30
of current fiscal year

Vacation days earned
for next fiscal year

7-8 years

16 working days

8-9 years

17 working days

9-10 years

18 working days

10-11 years

19 working days

11 years or more

4 weeks - 20 working days

* First year is prorated, based on fiscal year calendar, one day a month, up to 10 (ten) days total. Must start on first day of month to get credit for the month. Days for first year to be taken prior to June 30th of first year.

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 ½ month or 11 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 years of employment.

D. Vacations must be taken during the fiscal year in which the employee becomes entitled to the vacation. 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 payout of accrued unused vacation equal to 1/12th of their vacation for each full month of service since the previous July 1. Vacation payout of accrued unused vacation 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 and all accrued unused vacation.

F. Employees must request vacations a minimum of two weeks in advance and receive prior written approval from the building administrator and the Manager of IT.

G. Vacation approvals are subject to staffing needs and program needs.

ARTICLE XXVI

HOLIDAYS

Full time, twelve month employees shall be annually entitled to thirteen (13) holidays with pay. The specific days shall normally be days on which school is closed and shall be designated annually by the Board when it establishes the School Calendar.

In order to be eligible for holiday pay, the employee shall work his scheduled day before and scheduled day after such holiday.

ARTICLE XXVII

SCHOOL DISMISSALS

A. When daily schools sessions are canceled, the twelve (12) month IT Techs 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.

B. However, the supervisor may call the IT Tech and request that the IT Tech report to work as soon as practicable to perform essential tasks that are non-postponeable. When this occurs, the IT Tech will receive equal compensatory time within thirty (30) days of the occurrence.

C. On days when school sessions are dismissed early for reasons other than adverse weather, separate specific instructions concerning IT Techs will be issued from the Superintendents Office.

D. On days when school sessions are dismissed early for adverse weather conditions, school building offices must be staffed by all IT Techs for 45 minutes after the last school bus departs. IT Techs staffing non-school offices shall also be released from duty 45 minutes after the last elementary school sessions are dismissed.

ARTICLE XXVIII

MILEAGE REIMBURSEMENT

All travel for Board business conducted by an employee with his/her personal vehicle shall be reimbursed at the applicable I.R.S. rate per mile.

ARTICLE XXIX

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
Date: _____

Laura Brown, President
Informational Technology Technicians
AFSCME, Council 4, Local 1303-439
Date: _____

Anthony Bento, Staff Representative
AFSCME, Council 4, AFL-CIO
Date: _____

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 1 time retail |
| Premium Cost Share | 7%/28%* |
| Ages for Dependent Children | 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; or \$30,000 Death Benefit, depending on job classification |
| | |
| 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.

SIDELETTER OF UNDERSTANDING

Effective July 1, 2010, the following employees shall pay the same premium cost share as set forth below for single coverage, employee plus one coverage and family coverage:

- Elizabeth Lockwood
- David Voytek
- Jed Harrington
- Jennifer Langlais
- Laura Brown
- Ed Giles
- Joan Keane
- Donald K. Bender
- Donna Quirk

Premium Cost Shares effective July 1, 2010:

| | |
|--------|-----|
| PPO | 9% |
| HMO | 9% |
| RX | 9% |
| Dental | 12% |

These rates apply only to the above named specific individuals, and only as long as they occupy their current 12 month position; and only for the duration of the current 2007-2011 Collective Bargaining Agreement, at the conclusion of which, they shall be subject to renegotiation.

The plan design for Dental (Preventative & Basic coverage will be covered at 100% and Major Coverage will be covered at 50%) will remain in effect for the above named specific individuals, and only as long as they occupy their current 12 month position; and only for the duration of the current 2007-2011 Collective Bargaining Agreement, at the conclusion of which, they shall be subject to renegotiation.

Sue Brand, Chairman
Fairfield Board of Education
Date:_____

Laura Brown, President
Informational Technology Technicians
AFSCME, Council 4, Local 1303-439
Date:_____

Anthony Bento, Staff Representative
AFSCME, Council 4, AFL-CIO
Date:_____