

OXFORD BOARD OF EDUCATION

AND

AFSCME LOCAL 1303-413
SECRETARIES, BOOKKEEPERS &
CLERKS / TYPISTS

LABOR AGREEMENT

July 1, 2022 Through June 30, 2024

TABLE OF CONTENTS

INTRODUCTORY CLAUSE.....	1
ARTICLE I – RECOGNITION.....	1
ARTICLE II – UNION SECURITY.....	1
Employee.....	1
Dues Deduction	2
Dues	2
ARTICLE III – SENIORITY.....	2
Promotion	2
Probationary Period.....	2
Seniority List	3
Vacancies	3
Transfers.....	3
Involuntary Transfer.....	3
School Closing/Layoff.....	3
Job Abandonment.....	4
ARTICLE IV – HOURS OF WORK.....	4
Paid Lunch	5
Overtime.....	5
Transfers.....	5
ARTICLE V – HOLIDAYS.....	5
Holiday Eligibility – Full Year Employees	5
Holiday Eligibility – School Year Employees	6
ARTICLE VI – VACATIONS	6
Vacation Requests	7
Retirement or Resignation	7
ARTICLE VII – LEAVES OF ABSENCE.....	7
Sick Leave.....	7
Severance Pay.....	7
Personal Leave.....	8
Bereavement.....	8
Jury Duty	9
ARTICLE VIII – WAGES AND BENEFITS	9
Wages	9
Employee Benefits	9
Termination of Benefits	10
Life Insurance	11
Pension.....	11
Longevity.....	11
ARTICLE IX – MISCELLANEOUS.....	11
Tuition Reimbursement	11
Validity.....	12
Disciplinary Action	12
ARTICLE X – UNION ACTIVITIES	12
Union Conferences	12

ARTICLE XI – GRIEVANCE PROCEDURE	12
Purpose	12
Definition	12
Procedure.....	12
Step 1 – Responsible Administrator	13
Step 2 – Superintendent.....	13
Step 3 – Board of Education	13
Step 4 – Binding Arbitration.....	13
Time Limits	14
ARTICLE XII – NO STRIKE PROVISION.....	14
ARTICLE XIII – MANAGEMENT RIGHTS CLAUSE.....	14
ARTICLE XIV – DURATION.....	15
APPENDIX A Wage Scale.....	16
APPENDIX B Medical Benefits.....	17
APPENDIX C Side Letter Regarding Insurance Study.....	19

INTRODUCTORY CLAUSE

This Agreement made by and between the Oxford Board of Education and Local 1303-413 of the American Federation of State, County and Municipal Employees AFL-CIO, hereinafter referred to as the Union, in order to increase general efficiency in the School System and to maintain the existing harmonious relationship between the Board and its employees and to promote the morale, equal rights, well-being, and security of its employees, the Board and the Union hereby bind themselves into this mutual agreement as follows:

ARTICLE I – RECOGNITION

1.1 The Board of Education hereby recognizes the Union as the sole and exclusive representative of full-time secretaries, bookkeepers and clerk/typists working for the Oxford Board of Education excluding the secretary to the Superintendent, custodial, maintenance, confidentials, supervisors and all other job classifications for the purpose of collective bargaining concerning hours, wages, and working conditions.

For purposes of this Agreement, full-time means working forty (40) hours per week for twelve (12) months, or for the student instructional school year calendar, as required for the specific position.

The employment of part-time employees working less than twenty (20) hours per week shall not adversely affect July 1, 1996 bargaining unit staffing levels.

ARTICLE II – UNION SECURITY

2.1 Employees may execute in writing, a deduction authorization for the limited purpose of authorizing the Board to deduct from their wages dues, service fees and initiation fees an amount as established and periodically adjusted by the Union and certified in writing by the Union. The parties recognize that the authorization of the Union to payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the Union's membership rules. Should a bargaining unit member approach the Employer or its agent to terminate or modify his or her contractual relationship with the Union, that bargaining unit member will be directed to communicate such intent directly with the Union. Such deductions shall continue unless the Employer is notified in writing, by the Union, that the employee is no longer a member. The Union reserves the right to modify and/or replace the deduction authorization form.

2.2 Employee

Hereafter, where the term "employee" is used without further explanation in this Agreement, it shall mean and include regular full-time employees described in Article I, Section 1.1.

2.3 Dues Deduction

The Union shall save the Board harmless from any and all claims, demands, suits or judgments including reasonable attorneys' fees that may be incurred in defending against any such claims, demands, suits or demands arising from the implementation of this Section.

2.4 Dues

The dues and fees deduction for each bi-weekly payroll will be remitted to the Council #4 office along with an itemized list of employees showing employees' last name, first name, middle initial, hire date, rate of pay, the amount of dues deducted, addresses and social security numbers of said employees.

2.5 All new hires which are represented by the bargaining unit, within fifteen (15) work days of their start date, shall be released from work, for one (1) hour without loss of pay, to attend a Union orientation. Management shall not be present during the Union's orientation.

ARTICLE III – SENIORITY

3.1 Seniority

Seniority within the bargaining unit shall be defined as length of continuous service since the most recent hire. A service break of less than 24 months, in the event of layoff, shall not be considered a break in service, though no seniority will accrue during any such break in service.

3.2 Promotion

Promotions shall be determined by the Superintendent. Prior to promotion, the employer may require testing and determine passing standards for that testing appropriate to the position. The Superintendent shall fill promotional positions based on the applicant's skills, qualifications, work record, and seniority. If the Superintendent does not select any applicant, the Union may request in writing the reason(s) from the Superintendent why the individual(s) were not selected. If there are no qualified applicants within the bargaining unit, the Board may hire from the outside.

3.3 Probationary Period

All new employees shall serve a probationary period of ninety (90) days worked, and shall have no seniority rights during this period, but shall be subject to all other provisions of this Agreement, except the grievance procedure in the event of disciplinary action or dismissal. Probationary employees will not be entitled to receive life insurance, sick leave, or personal leave but, shall receive medical benefits on the first day of the month following sixty (60) days of hire. All employees who have completed their probationary period shall acquire length of service records as of their date of employment.

3.4 Seniority List

The employer shall prepare a seniority list of bargaining unit employees on an annual basis and deliver said list with the salary schedule to the President of the Union, Local 1303-413.

The employer shall also send via email copies of hire and termination letters to the Union President as they occur.

3.5 Vacancies

When a vacancy exists within the bargaining unit, the vacancy shall be posted for a period of ten (10) working days. The Superintendent's selection shall be based on skills, qualifications, work record, and seniority. If the Superintendent does not select any applicant, the Union may request in writing the reason(s) from the Superintendent why the individual(s) were not selected.

At the completion of a ninety (90) days worked probationary period, the employee shall be either appointed to the new position as a regular employee; or, if his/her performance in the new position has been determined by the administration responsible for the filling of the position to be unsatisfactory, the employee shall be returned to the previously held position with no loss of rights or benefits. Should the latter example occur, any subsequent appointment shall be subject to the same trial period.

3.6 Transfers

Transfers of employees in similar classifications to other schools shall be carried out subject to skills, qualifications and work record; provided however that where two or more employees are equal in the above considerations, seniority shall control.

3.7 Involuntary Transfer

Involuntary transfers shall not be made arbitrarily or capriciously.

3.8 School Closing/Layoff

In the event of a school closing or layoff, the following procedure shall apply, provided the employees who remain after such closing or layoff are qualified to perform the remaining available work. All temporary and part-time employees working less than twenty (20) hours per week will be laid off first. Thereafter, if a regular employee is subject to layoff, the least senior employee in the affected classification (as listed in Section 3.4) shall be laid off first. The laid off employee shall have the right to fill any vacancy which may exist, and which the Board decides to fill, or bump the least senior, junior employee in an equal or lower classification, provided such employee is qualified to perform the remaining available work. If he/she has no right to bump and is laid off, he/she shall receive two weeks notice of said layoff.

Any employee who has been terminated because of a reduction in force shall have his/her name placed on a recall list for a period of twenty-four (24) months, commencing with the effective date of such termination.

Any employee on a recall list shall be sent a certified letter with an offer of reappointment at least fifteen (15) days prior to the reemployment. The employee shall accept or reject the appointment in writing within ten (10) days after the above notice is made. In the event an employee shall reject an appointment or fail to respond in writing within ten (10) days after the notice is made, then such employee's name shall be removed from said list and he/she shall have no further rights pursuant to this policy.

No new employees shall be hired in a job classification until all qualified laid-off employees from that area have been recalled or declined the opening.

Employees shall be recalled to their former or comparable (hours, benefits, rates of pay) position for which they are qualified. Employees shall be offered all positions for which they are qualified. However, rejection of a position which is not comparable to the employee's former position shall not be counted against the employee's recall rights. If an employee rejects a position on the basis that it is not comparable, he/she may not later grieve or otherwise contest the fact that the Board has filled the position with someone else.

It is the responsibility of the employee to keep the Board updated with current mailing address for purposes of recall.

3.9 Job Abandonment

Any employee who is absent on a work day must submit their absence via the District's designated absence portal on each such day, prior to the commencement of the work day. Failure to provide said notice on three (3) consecutive days shall constitute abandonment of the job resulting in termination effective at the end of the third day, and loss of any and all seniority rights under Article 3 of the Collective Bargaining Agreement. Any such termination for job abandonment shall constitute just cause for termination but any disagreement with such termination shall be subject to the grievance/arbitration procedures of this Collective Bargaining Agreement.

ARTICLE IV – HOURS OF WORK

4.1 Hours of Work

The work schedule of bargaining unit employees shall approximate the regular working hours of the professional staff in the School/Facility in which the employee is working.

Hours of work may be changed by mutual agreement of the Board of Education, the Union, and the affected employees.

4.2 Paid Lunch

Employees will not receive a paid lunch.

4.3 Overtime

Time and one-half (1-1/2) will be paid for all work in excess of forty (40) hours in any one work week.

Overtime must be approved in advance by the appropriate administrator.

Except in emergencies, overtime opportunities shall be first offered to the employee who is regularly assigned said duties during normal working hours.

4.4 Transfers

Employees transferred from non-vacation eligible positions to vacation eligible positions shall become eligible for vacation periods upon the successful completion of the probationary period and appointment to the new position as a regular employee as indicated in Section 3.3.

For all employees hired July 1, 2000 and later, time served in non-vacation eligible positions shall not count towards service time in determining length of vacation periods.

ARTICLE V – HOLIDAYS

5.1 Holiday Eligibility – Full Year Employees

The basic holiday schedule shall provide for a full day's pay at the employee's base rate of pay. In order to be eligible for fourteen (14) paid holidays, an employee must work a minimum of two hundred sixty (260) days per year. In the event a holiday falls on a scheduled school day, a substitute day will be designated, by agreement. The fourteen holidays are listed below:

- Independence Day
- Labor Day
- Columbus Day
- Veterans Day *
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day
- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day

5.2 Holiday Eligibility – School Year Employees

In order to be eligible for eleven (11) paid holidays, an employee must work the student instructional school year calendar. In the event a holiday falls on a scheduled school day, a substitute day will be designated, by agreement. The 11 holidays are listed below:

- Labor Day
- Columbus Day
- Veterans Day ¹
- Thanksgiving Day
- Christmas Day
- New Year's Eve Day
- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day

ARTICLE VI – VACATIONS

6.1 Employees who work a minimum of 40 hours per week and 260 days per year and were hired on or before June 30, 2022 shall receive:

First through Fifth Year	2 weeks
Sixth through Tenth Year	3 weeks
11th through 14th Year	4 weeks
15 years and longer	5 weeks

Employees who work a minimum of 40 hours per week and 260 days per year and were hired on or after July 1, 2022 shall receive:

First Year	1 week
Second through Tenth Year	2 weeks
11th through 14th Year	3 weeks
15 years and longer	4 weeks

Up to five (5) days of vacation may be taken after the first six months of full time employment. The remaining vacation time may be taken after the one year anniversary.

From the second year of employment on, vacation will be given on the employee's anniversary date and has to be used before the employee's next anniversary date. Vacation leave does not accrue from year to year.

¹ When Veteran's Day occurs on a day school is in session, the employee gets a floating holiday to be used by the end of the year, as approved by the Superintendent.

6.2 Vacation Requests

All vacation requests are subject to administrative approval and shall not create a staffing shortage. Excessive requests shall be resolved by seniority.

6.3 Retirement or Resignation

Employees who were hired on or before June 30, 2022 and who provide at least one month’s advance written notice to the Superintendent of their intent to resign or retire will receive all vacation pay due on a pro-rated basis on the date of his/her retirement or resignation.

ARTICLE VII – LEAVES OF ABSENCE

7.1 Sick Leave

Sick leave shall be granted annually, cumulative to 165 days as follows to all employees who work the student instructional school year calendar or twelve (12) months. Days worked per school year:

The student instructional school year calendar:	12 days
Twelve (12) months:	15 days

For employees hired on or after July 1, 2022, sick leave shall be cumulative to one hundred and twenty (120) days maximum for all employees who work the student instructional school year calendar or twelve (12) months.

One sick day is defined as being the number of hours the employee works. If an employee's hours per day change, for purposes of carrying forward, accumulated sick days will be converted into equivalents. For example, the old schedule was four (4) hours per day and there were ten (10) accumulated sick days at the end of the year. Forty (40) hours would be carried to the new year. In the new year, the employee works eight (8) hours and the employee would begin the new year with five (5) 8-hour sick days to which the new year's sick days would be added.

7.2 Severance Pay

For all employees hired on or before, and who worked on a full time basis prior to, June 30, 2003, the Board will reimburse all full-time, non-teaching employees or his/her survivor for up to 25 accumulated sick days, upon retirement or death, after full-time employment by the Oxford Board of Education for 20 years. Reimbursement will be based upon per diem wages during the last year of employment, and is to be defined as severance pay. Such payment will be made on the indicated scale:

<u>ACCUMULATED</u>	<u>COMPENSATED FOR</u>
120 days	25 days
100-119 days	20 days

80- 99 days
under 80 days

16 days
0 days

7.3 Personal Leave

A. Leave Generally

Classified staff working the student instructional school year calendar or twelve (12) months per year will be allowed three (3) personal days per year with pay. Personal days may be used for any reason at the discretion of the staff member pursuant to the prior notice provisions of paragraph B of this section, provided however that applications for the use of personal leave at the beginning or end of any holiday weekend or school recess period will only be approved for compelling reasons. Prior approval shall not be required for graduation exercises for a staff member or his or her immediate family members.

B. Application

Application for such leave must be made to the staff member's principal, or for Central Office personnel, the Superintendent of Schools, or his or her designee, in writing at least forty-eight (48) hours in advance. Exceptions to this time limit may be made in emergencies by the Superintendent, or in his or her designee, or by the applicable building principal.

7.4 Bereavement

1. A leave of absence, not to exceed five (5) work days commencing either on the day of the death or the day immediately following the day of death, shall be granted to any classified staff member who works twelve (12) months or the student instructional school year calendar whose spouse, father, mother, stepmother, stepfather, brother, sister, child or grandchild dies. Such leave shall be with pay. At the discretion of the Superintendent, this limit may be extended due to extraordinary circumstances.
2. Time off to attend the funeral of a mother-in-law or father-in-law of current marriage shall be granted. Such leave shall be with pay and shall not exceed three (3) work days. Due to extenuating circumstances, this limit may be extended by the superintendent of schools.
3. Time off to attend the funeral of an aunt or uncle; sister-in-law, brother-in-law, daughter-in-law, son-in-law of the current marriage, or grandparent shall be granted. Such leave shall be with pay, not to exceed one (1) work day. Due to extenuating circumstances, this limit may be extended at the discretion of the Superintendent.
4. The employee, at his/her discretion, may use available Personal Leave to extend the period of bereavement.

7.5 Jury Duty

Any bargaining unit member called for jury duty shall be allowed additional leave for this purpose, providing the Superintendent shall be notified immediately upon notice of call. This leave shall not be deducted from sick leave or personal leave, and the member shall be paid the regular wages minus that amount paid to the member for jury duty.

ARTICLE VIII – WAGES AND BENEFITS

8.1 Wages

The wage schedule is provided in Appendix A. Appendix A is attached as part of this Agreement, and provides a 2.25% increase effective and retroactive to July 1, 2022; and a 2.50% increase effective July 1, 2023.

Employees not at the maximum rate for their position shall advance one step annually.

Employees qualifying for advancement to a new step shall receive the advancement on the anniversary of their hire date.

Employees moving from a lower paid to a higher paid classification shall be paid at that step on the higher classification that provides an increase of not less than one full increment (the difference between steps) on the higher pay scale. Employees moving from a higher to a lower classification shall be red circled in pay if the move was involuntary and not for just cause discipline. Voluntary moves or disciplinary moves to a lower classification shall be paid at the closest lower step on the lower grade.

8.2 Employee Benefits

- A. Non-probationary full time employees who work the student instructional school year calendar or twelve (12) months per year are eligible for coverage identified in Appendix B of this Agreement and Dental coverage.
- B. The Board will continue a Section 125 Plan to facilitate tax deductibility of premium co-payments.
- C. Effective and retroactive to July 1, 2022 the Board shall pay seventy-eight percent (78%) of the following health insurance benefit. Thereafter, effective July 1, 2023 the Board shall pay seventy-seven and one-half percent (77.5%) of the following health insurance benefit.
 - 1. **SPP 2.0:** Each employee will be provided with group health insurance through the State’s Partnership Plan 2.0 (“SPP 2.0”). A copy of the Plan summary is attached as Appendix B.
 - 2. Full service dental with Rider A.

The employee shall be responsible for payment of the remaining health insurance

premiums. If the employee elects no payroll deduction for insurance's, the employee shall have waived his/her right to be covered by the insurance's listed above. An employee who has not elected payroll deduction, may enroll with payroll deduction during the yearly open enrollment period.

- D. The Board may, with reasonable advance notice to the Union, change insurance carriers or self-insure for all of or some of the aforementioned insurances, provided that such modification substitutes benefits which are substantially equivalent to or better than the benefits in this Agreement.
- E. Notwithstanding the above, full-time employees may elect to waive, in writing, all health insurance overages provided for under Section A., and in lieu thereof, may receive an annual payment of \$2,500 (two thousand five hundred dollars). Payment to those employees waiving such coverage shall be made in equal payments during the months of January and June. Written notice of intention to waive insurance coverage must ordinarily be sent to the Superintendent or his designee not less than thirty calendar days before such waiver is to take effect, provided, however, that the Superintendent may waive said 30-day period at his discretion, and subject, however, to any regulations or restrictions which may be prescribed by the appropriate insurance carriers. Any employee may elect to resume Board-provided insurance coverage upon written notice to the Board of Education. Upon receipt of such notice, insurance coverage shall be reinstated as soon as possible, subject, however, to any regulations or restrictions, including waiting periods which may then be prescribed by the appropriate insurance carriers. Election to waive insurance and/or election to resume coverage during the school year shall result in a proration of the above reference annual payment.

The insurance waiver shall not be available to employees hired on or after July 1, 2003.

8.3 Termination of Benefits

Bargaining unit employees who have sufficient number of years to qualify for a normal retirement under MERF and who will begin to collect retirement benefits under MERF within five years of their retirement from the Oxford School District shall have the right to purchase, at their expense and at the applicable group rate, any or all of the insurance benefits specified in this Article of the Agreement provided the policy carrier allows such purchase at such rate. The employee must deliver to the Board a check payable to such policy carrier representing payment for the classified employee's coverage. The check must be in the possession of the Board no later than ten (10) days prior to the date when payment is due and payable to the carrier. The Board assumes no responsibility for coverage under this paragraph in the event payment is not made in accordance with the paragraph. If the carrier's rates increase as a result of the coverages provided retired employees, the amount of the increase shall be assumed by the members of the bargaining unit and by the retired classified employees who utilize the benefits authorized by this Section.

8.4 Life Insurance

The Board, at its cost, shall provide life insurance for employees at one (1) times the employee's salary, rounded up to the next highest \$1,000. Additionally, the Board will provide, at its cost, Double Indemnity and Accidental Death and Dismemberment insurance protection. Employees who are on an unpaid leave of absence of three (3) months or longer shall not be eligible for coverage. Upon returning to active employment following such leave, employees shall regain an entitlement to the aforementioned life insurance benefits.

8.5 Pension

Employees are covered by the Town of Oxford's participation in the Municipal Employees Retirement Fund MERF-B Plan. This provision is included for informational purposes only.

8.6 Longevity

Employees working at least 40 hours per week for 215 days per year, will receive longevity payments after completing years of service as follows:

<u>Service</u>	<u>Amount</u>
10 to 14 years	\$350
15 to 19 years	\$450
20+ years	\$550

Employees working at least 40 hours per week for one hundred eighty two (182) to 214 days per year will receive longevity payments as follows:

<u>Service</u>	<u>Amount</u>
10 to 14 years	\$250
15 to 19 years	\$315
20+ years	\$380

Longevity benefits shall not be available to employees hired on or after 7/1/19.

ARTICLE IX – MISCELLANEOUS

9.1 Tuition Reimbursement

Classified employees who work at least 40 hours per week for the student instructional school year calendar and who have been employed for one full year or more prior to taking course(s) at an accredited college or university which, in the Superintendent's opinion, will advance their job knowledge and ability, will be eligible to receive tuition reimbursement. Applications for tuition refunds may be obtained through the Superintendent's office prior to taking the course. Applications must be made to, and approved by, the Superintendent. The total number of courses is limited to two per semester. Upon completion of the courses, and provided the employee remains in good standing, a copy of the transcript and receipt for tuition paid must be submitted to the Superintendent's office to obtain a refund in accordance with the following:

<u>GRADE</u>	<u>REIMBURSEMENT</u>
A or B	\$1,000 maximum
C	\$500 maximum
D, F, or Incomplete	No Reimbursement

9.2 Validity

Should any provision of this Agreement be determined to be invalid by a Court of competent jurisdiction, the validity of the remaining portions of this Agreement shall not be affected thereby. The parties agree to immediately commence negotiations over a substitute for the invalidated provision.

9.3 Disciplinary Action

Termination of employment, suspension without pay and written reprimands shall be for just cause.

ARTICLE X – UNION ACTIVITIES

10.1 Union Conferences

Union officers, not to exceed two (2), shall be allowed to attend official union conferences without loss of pay for the period required to attend the function, provided that written notice of intent to attend the function is given to the Superintendent of Schools at least two (2) weeks before the start of the absence.

ARTICLE XI – GRIEVANCE PROCEDURE

11.1 Purpose

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

11.2 Definition

A grievance shall mean a claim, in writing, that there has been an alleged violation of a specific provision(s) of this Agreement. A valid grievance must be in writing and filed at the first step of the grievance procedure within ten (10) working days of the occurrence which gives rise to the grievance. If said grievance is not filed within ten working days after the grievant knew, or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to be invalid.

11.3 Procedure

Any such grievance shall be settled in accordance with the following grievance procedure:

A. Step 1 – Responsible Administrator

If a member of the bargaining unit feels that he/she may have a grievance, he/she may first discuss the matter with his/her responsible administrator in an effort to resolve the problem informally.

If resolution is not found, then within ten (10) working days of the occurrence giving rise to the grievance, the written grievance shall be submitted to the responsible Administrator by the bargaining unit President. The Administrator shall give his/her answer within ten (10) working days of receipt of the written grievance.

B. Step 2 – Superintendent

If the grievance is not resolved by the answer received at Step One, then the grievance may be forwarded by the bargaining unit President to the Superintendent within five (5) working days of the receipt of the answer at Step One. In the event that the Administrator described in Step One is the Superintendent, the grievance shall be submitted directly to the Board of Education within ten (10) working days of the receipt of the answer at Step One, or at the next regularly scheduled Board of Education meeting.

Within ten (10) working days of receipt of the grievance by the Superintendent, he/she shall conduct a meeting with the grievant, the unit President or designee, and the responsible Administrator to consider the grievance. The Superintendent must render a decision within ten (10) working days of said meeting.

C. Step 3 – Board of Education

If the grievance is not resolved by the answer received at Step Two, then the grievance may be forwarded by the bargaining unit President to the Chairperson of the Board of Education within five (5) working days of the receipt of the answer at Step Two. The Board of Education, or designated subcommittee, shall conduct a meeting on the matter within twenty (20) working days of receipt of the grievance, at which time the moving party may present his/her grievance and the other party may respond. The Board of Education, or designated subcommittee, shall render its decision within ten (10) working days of said meeting.

D. Step 4 – Binding Arbitration

If the grievance is not resolved by the answer received at Step Three, the Union may submit the grievance to arbitration providing it adheres strictly to the following procedures:

By the end of the fifth (5th) work day immediately following receipt of the Board of Education's or designated subcommittee's response to the grievance, the Union shall (by certified mail) mail a copy of the demand for arbitration to the Board of Education and submit the grievance to the State Board of Mediation and Arbitration and thereafter the Parties shall proceed under the rules of procedure and grievance

arbitration of the Connecticut State Board of Mediation and Arbitration. The cost of arbitration is to be shared equally by the Board and the Union.

At the Board of Education's discretion, it may require the grievance to be submitted to the American Arbitration Association and the grievance will be conducted under the rules and regulations of the Arbitration Association. In such event, the Board of Education shall pay for all expenses for said arbitration.

11.4 Grievances will be heard at times most practical to do so.

11.5 Time Limits

Time limits in the grievance procedure or arbitration may be extended by mutual agreement. Failure by the bargaining unit President to appeal a grievance to the next level within the specified time limit shall be deemed to be acceptance of the decision rendered at that level. Any grievance which is not processed by the grievant or the Union in strict compliance with the time limits set forth herein shall become null and void and shall be considered resolved.

11.6 Both parties agree that proceedings shall be kept confidential. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.

ARTICLE XII – NO STRIKE PROVISION

12.1 During the life of this Agreement, there shall be no strike, including any sympathy strike or action, slowdown, suspension or stoppage of work in any part of the Board's operation by the employees or employee, nor shall there be any lockout by the Board in any part of the Board's operation relating to the bargaining unit.

ARTICLE XIII – MANAGEMENT RIGHTS CLAUSE

13.1 It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the Oxford Public Schools in all its aspects, including but not limited to the following: To determine the type of work to be performed by bargaining unit members; to assign all work to unit members; to decide the methods, procedures and means of conducting the work; to select, hire, and demote unit members; to promote, transfer and lay off unit members; to decide the need for facilities; to establish or continue policies, practices and procedures for the conducting of business and the management of operations; and from time to time, change or abolish such policies, practices or procedures. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except the same shall not be exercised in a manner inconsistent with or in violation of the specific terms and provisions of this Agreement.


ARTICLE XIV – DURATION


14.1 This Agreement shall remain in full force and effect from the date of execution in 2022, through June 30, 2024. Negotiations for a successor agreement shall commence as provided for in the Municipal Employee Relations Act, as amended from time to time.

THIS AGREEMENT IS NOT EFFECTIVE OR BINDING UNTIL FULLY EXECUTED BY ALL SIGNATORIES. THE PARTIES SPECIFICALLY UNDERSTAND, RECOGNIZE AND AGREE THAT BOTH THE CHAIRPERSON OF THE OXFORD BOARD OF EDUCATION AND THE OXFORD SUPERINTENDENT OF SCHOOLS MUST EXECUTE THIS AGREEMENT BEFORE IT IS LEGALLY BINDING ON THE BOARD OF EDUCATION. ANY PARTIALLY EXECUTED AGREEMENT SHALL HAVE NO EFFECT AND SHALL NOT BE CONSIDERED AN EXPRESSION OF THE PARTIES' INTENT UNTIL AND UNLESS IT IS FULLY EXECUTED.

OXFORD BOARD OF EDUCATION

LOCAL 1303 413 OF
COUNCIL #4 AFSCME, AFL-CIO



Stephanie Miller
Chairman


Marlene Anderson
Union Co-President

Date: 10/27/2022

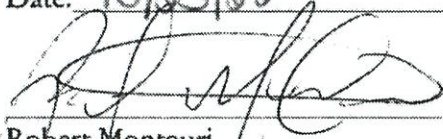
Date: 10/25/2022


Dr. Robert Miller
Superintendent


Danielle Routzahn
Union Co-President

Date: 10/27/22

Date: 10/25/22


Robert Montouri
Staff Representative
AFSCME Council 4 AFL-CIO

Date: 10-25-2022

APPENDIX A – WAGE SCALE

Effective and
Retroactive to
July 1, 2022

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>
<u>Clerk/Typist</u>	\$22.15	\$22.94	\$23.74	\$24.60	\$25.44	\$26.34	\$27.21	\$28.06	\$28.89
<u>Secretaries</u>	\$25.98	\$26.82	\$27.66	\$28.55	\$29.44	\$30.30	\$31.15	\$32.05	\$32.93
<u>Bookkeepers</u>	\$28.89	\$29.79	\$30.68	\$31.55	\$32.42	\$33.32	\$34.21	\$35.10	\$35.98

As of July 1, 2023

<u>Clerk/Typist</u>	\$22.70	\$23.51	\$24.33	\$25.22	\$26.08	\$27.00	\$27.89	\$28.76	\$29.61
<u>Secretaries</u>	\$26.63	\$27.49	\$28.35	\$29.26	\$30.18	\$31.06	\$31.93	\$32.85	\$33.75
<u>Bookkeepers</u>	\$29.61	\$30.53	\$31.45	\$32.34	\$33.23	\$34.15	\$35.07	\$35.98	\$36.88

APPENDIX B

Medical Benefits

The Board shall provide each eligible bargaining unit member with group health insurance benefits through the Connecticut State Partnership Plan 2.0 in lieu of the health benefits previously described in the insurance article of the 2016-2019 contract.

The health plan benefits shall be as set forth in the SPP 2.0 during the term of this Agreement, including any subsequent amendments or modifications made to the SPP 2.0 by the State and its employee representatives. The administration of the SPP 2.0, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP 2.0.

- a. The premium rates shall be set by the SPP 2.0. The parties acknowledge that certified employees are permitted by law to become participants in the SPP 2.0. The rate set by the SPP 2.0 will be adjusted to achieve a blended rate to provide retired certified employees with insurance coverage at the same rate offered to active employees, as required by statute. The Union accepts the blended rate as calculated by the Board's insurance consultants.
- b. The SPP 2.0 contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP 2.0 are subject to the terms and provisions of the HEP. In the event SPP 2.0 administrators impose the HEP non-participation or noncompliance \$100 per month premium cost increase or the \$350 per participant to a maximum of \$1400 family annual deductible, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Board. The \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1400 annual deductible shall be implemented through claims administration.
- c. In the event any of the following occur, the Board or the Union may reopen negotiations in accordance with mid-stream negotiation and arbitration provisions contained in the Connecticut General Statutes as to the sole issue of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part:
 - (i) If the SPP 2.0 in its current form is no longer available; or if the benefit plan design of the SPP 2.0 is modified as a result of a change to the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical insurance plan offered herein; and/or

- (ii) If Conn. Gen. Stat. Section 3-123rrr et seq. is amended, or if there are any changes to the administration of the SPP 2.0, or if additional fees and/or charges for the SPP 2.0 are imposed so as to affect the Board, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical insurance plan offered herein; and/or
- (iii) If the cost of the medical insurance plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act (ACA; P.L. 111-148), as amended, inter alia, by the Consolidated Appropriations Act of 2016 (P.L. 114-113) and/or if there is any material amendment to the ACA that would substantially increase the cost of the medical insurance plan offered herein.

In any negotiations triggered under subparagraph “c” above of this Appendix B, as well as negotiations for a successor to this collective bargaining agreement, the parties shall consider the health insurance set forth in the 2016-2019 Collective Bargaining Agreement to be the baseline for such negotiations, and the parties shall consider the following additional factors:

- Trends in health insurance plan design outside of the SPP 2.0;
- The costs of different plan designs, including a high deductible health plan structure, and the PPO plan structure.

Should such negotiations be submitted to arbitration for resolution, the arbitration panel shall consider the foregoing when applying the statutory criteria in making its ruling.

A Medical Benefit Summary of SPP 2.0 can be found on-line at:
<https://www.osc.ct.gov/ctpartner/index.html>.

APPENDIX C

Side-Letter Regarding Insurance Study Committee

Rising health insurance costs are of significant concern to both the Board and the Union. In an effort to address and better understand this issue, the parties agree that a joint Labor-Management Committee may be formed to study the issue and explore possible solutions subject to the following conditions:

- A. The Committee shall be formed and convene upon request of the Board. Upon written notice to the Union President(s), the Union will appoint between one to three members to serve on the Committee. The Board shall appoint between one to three members to serve on the Committee and shall also be represented at Committee meetings by the Superintendent and/or his or her designee(s). Representatives from other bargaining-units may also serve on the Committee subject to Union approval.
- B. The Committee shall meet on mutually agreeable dates and times outside of working hours. No more than three Committee meetings will be held in any calendar quarter without the approval of the Union. Committee meetings shall be held on an off-the-record basis.
- C. The Committee shall be responsible for studying ways to contain health insurance costs in a manner that does not sacrifice high-quality insurance coverage. The Committee may develop non-binding recommendations for health insurance changes that will be presented to the full Board and Union membership prior to negotiations on a successor collective bargaining agreement.

This side-letter shall expire at the expiration of the collective bargaining agreement.