

OXFORD BOARD OF EDUCATION

AND

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

LABOR AGREEMENT

July 1, 2016 Through June 30, 2019

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TOWN OF OXFORD, CT  
*Margaret A. Clark*  
TOWN CLERK

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## 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 thirty-five 35 hours per week minimum, and working the full ten month, eleventh, or twelve month schedule 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 All employees shall, as a condition of employment, either become members of the Union after ninety (90) days of employment or refrain from joining the Union; and, so long as they remain non-members, pay to the Union a service fee not greater than the dues uniformly required of the members, subject to law. Employees shall, as a condition of employment, execute in writing, a deduction authorization for the limited purpose of authorizing the Board TO deduct from their wages such dues, service fees and initiation fees fixed and certified in writing by the Union, which shall be payable by each employee.

- 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 employer agrees to deduct monthly dues, as certified by the Secretary of the Union, from the wages of all employees covered by this Agreement. The Union shall save the Board harmless from any and all claims, demands, suits or judgments 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 the amount of dues deducted, addresses and social security numbers of said employees.

# 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 after sixty (60) working days. 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 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 five (5) 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 provide a telephone call or written notice to the Superintendent's office or designee 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.

Bargaining unit members required to accompany students on field trips that extend beyond the member's regularly scheduled work day shall be paid for all authorized time of work.

### 4.2 Paid Lunch

All employees hired after July 12, 1988, will not receive a paid lunch. Employees who had a paid lunch break prior to July 12, 1988, will continue to have a paid lunch break.

### 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; provided, however, the two employees who currently receive the fourteen (14) paid holidays shall continue to receive them on a grandfather basis, as long as they continue to work a minimum of one hundred ninety one (191) days per year and twenty (20) hours per week. In order to be eligible for the Independence Day (July 4) holiday, an employee must work the week before and the week of the holiday. 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 a minimum of one hundred eighty two days (182) per year. 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  
 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 35 hours per week and 260 days per year shall receive:

First through Fifth Year                      2 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.

Sixth through Tenth Year                      3 weeks

11th through 15th Year                      4 weeks

16 years and longer                      4 weeks plus one extra day per year to a maximum of five weeks.

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.

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 Termination

Employees who resign or retire will receive all vacation pay due on a pro-rated basis on the date of his/her retirement.

## 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 one hundred eighty two (182) or more days per school year. Days worked per school year:

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\* 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.

182 - 190	12 days
191 - 200	13 days
Over 200	15 days

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	16 days
under 80 days	0 days

## 7.3 Personal Leave

Classified staff working one hundred eighty two (182) days or more per year will be allowed three (3) personal days per year with pay. Personal days may be taken only for the following reasons:

1. Legal or financial situations that might arise wherein the employee's attendance is required.
2. Marriage (self, children, parents, siblings, siblings of spouse). Only one day will be allowed for each event.
3. Any serious illness or medical situation in the immediate family requiring the presence of the employee.
4. Attendance at high school or college graduation exercises for self, spouse, son or daughter.
5. Birth or adoption of child.

6. Observance of a major religious holiday.
7. Other appropriate personal business that cannot be transacted outside of school hours.

The request for personal time off, except in emergency situations, will be filed with the building administrator, or for Central Office personnel, the Business Manager, at least 48 hours prior to the time requested; but, in any event, all applications for such leave will be in writing on the prescribed form. Personal leaves shall not be requested as part of a vacation or holiday. In unusual circumstances, where the provisions hereof cannot be met, the Superintendent may waive these conditions.

#### 7.4 Bereavement

1. A leave of absence, not to exceed five (5) calendar 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 one hundred eighty two (182) days or more whose spouse, father, mother, 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) 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 stepmother, stepfather, or grandparent shall be granted. Such leave shall be with pay, not to exceed one (1) 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 2.50% increase retroactive to July 1, 2016; a 2.50% increase effective July 1, 2017; and a 2.50% increase effective July 1, 2018.

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 one hundred eighty two (182) days 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. The Board shall pay eighty-three (83%) of the health insurance premium retroactive to 7/1/16. The Board shall pay eighty-two percent (82%) of the health insurance premium effective July 1, 2017; and eighty-one percent (81%) effective July 1, 2018, for the following health insurance benefit.

- 1. Through 12/31/16, an Anthem High Deductible Health Plan (HDHP)/ Health Savings Account (HSA) with a \$2,000/\$4,000 deductible, split 50/50 between the employee and the employer, as described more fully in Appendix B, with a Rx of \$10/25/40 after deductible prescription drug co-pay. As of 1/1/17, the Anthem HDHP Plan will have a \$2,250/\$4,500 deductible, split 50/50, with a Rx of \$5/\$35/\$45, as described more fully in 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 coverages 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 prevailing 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 retirees 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.

### 8.5 Pension

Employees are covered by the Municipal Employees Retirement Fund and are entitled to pension benefits according to the MERF-B Plan.

8.6 Longevity

Employees working at least 35 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 35 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

**ARTICLE IX – MISCELLANEOUS**

9.1 Tuition Reimbursement

Classified employees who work at least 35 hours per week for one hundred eighty two (182) days 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

All disciplinary action 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 (5<sup>th</sup>) 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.

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

11.4 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.

- 11.5 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**

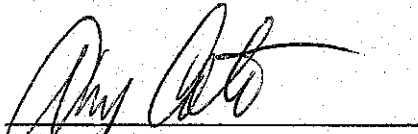
- 13.1 It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the Oxford Public Schools in all its aspects, including but not limited to the following: To determine the type 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 2016, through June 30, 2019; salary increases shall be retroactive to July 1, 2013. Negotiations for a successor agreement shall commence as provided for in the Municipal Employee Relations Act, as amended from time to time.

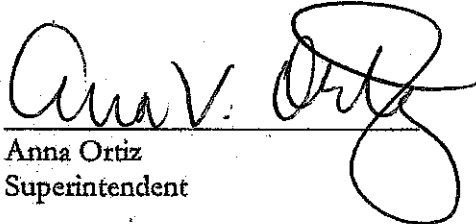
THIS AGREEMENT IS NOT EFFECTIVE OR BINDING UNTIL FULLY EXECUTED BY ALL SIGNATORIES. THE PARTIES SPECIFICALLY UNDERSTAND, RECOGNIZE AND AGREE THAT BOTH THE CHAIRPERSON OF THE OXFORD BOARD OF EDUCATION AND THE OXFORD SUPERINTENDENT OF SCHOOLS MUST EXECUTE THIS AGREEMENT BEFORE IT IS LEGALLY BINDING ON 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



Amy Cote  
Chairman

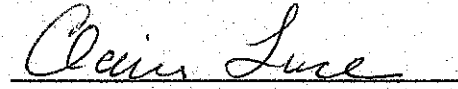
Date: 8/25/16



Anna Ortiz  
Superintendent

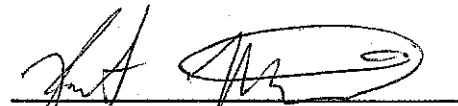
Date: 8/25/16

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



Union President

Date: 8/25/16



Robert Montouri  
Staff Representative  
AFSCME Council 4 AFL-CIO

Date: 8-25-16

# **APPENDIX A - WAGE SCALE**

**As of July 1, 2016**

	<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>	\$19.15	\$19.84	\$20.52	\$21.26	\$21.99	\$22.77	\$23.52	\$24.25	\$24.97
<u>Secretaries</u>	\$22.46	\$23.19	\$23.91	\$24.67	\$25.44	\$26.18	\$26.92	\$27.70	\$28.47
<u>Bookkeepers</u>	\$24.97	\$25.75	\$26.51	\$27.27	\$28.02	\$28.80	\$29.57	\$30.34	\$31.10

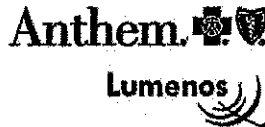
**As of July 1, 2017**

	<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>	\$19.63	\$20.34	\$21.03	\$21.79	\$22.54	\$23.34	\$24.11	\$24.86	\$25.59
<u>Secretaries</u>	\$23.02	\$23.77	\$24.51	\$25.29	\$26.08	\$26.83	\$27.59	\$28.39	\$29.18
<u>Bookkeepers</u>	\$25.59	\$26.39	\$27.17	\$27.95	\$28.72	\$29.52	\$30.31	\$31.10	\$31.88

**As of July 1, 2018**

	<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>	\$20.12	\$20.84	\$21.56	\$22.34	\$23.10	\$23.92	\$24.71	\$25.48	\$26.23
<u>Secretaries</u>	\$23.60	\$24.36	\$25.12	\$25.92	\$26.73	\$27.51	\$28.28	\$29.10	\$29.91
<u>Bookkeepers</u>	\$26.23	\$27.05	\$27.85	\$28.65	\$29.44	\$30.26	\$31.07	\$31.88	\$32.67

**APPENDIX B**  
**Medical Benefits – In Effect Through 12/31/16**



## Lumenos HSA Plan Summary

The Lumenos® HSA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care. This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to spend your way. And, you can earn rewards by taking certain steps to improve your health.

### Your Lumenos HSA Plan

**First - Use your HSA to pay for covered services:**

**Health Savings Account**

With the Lumenos Health Savings Account (HSA), you can contribute pre-tax dollars to your HSA account. Others may also contribute dollars to your account. You can use these dollars to help meet your annual deductible responsibility. Unused dollars can be saved or invested and accumulate through retirement.

**Contributions to Your HSA**

For 2015, contributions can be made to your HSA up to the following:  
\$3,350 individual coverage  
\$6,650 family coverage

Note: These limits apply to all combined contributions from any source.

**Plus - To help you stay healthy, use:**

**Preventive Care**

100% coverage for nationally recommended services. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

**Preventive Care**

No deductions from the HSA or out-of-pocket costs for you as long as you receive your preventive care from an in-network provider. If you choose to go to an out-of-network provider, your deductible or Traditional Health Coverage benefits will apply.

**Then -**

**Your Bridge Responsibility**

The Bridge is an amount you pay out of your pocket until you meet your annual deductible responsibility. Your bridge amount will vary depending on how many of your HSA dollars, if any, you choose to spend to help you meet your annual deductible responsibility. If you contribute HSA dollars up to the amount of your deductible and use them, your Bridge will equal \$0.

HSA dollars spent on covered services plus your Bridge Responsibility add up to your annual deductible responsibility.

**Health Account + Bridge = Deductible**

**Bridge**

Your Bridge responsibility will vary.

**Annual Deductible Responsibility**

**In Network and Out of Network Providers**  
\$ 2,000 individual coverage  
\$ 4,000 family coverage

**If Needed -**

**Traditional Health Coverage**

Your Traditional Health Coverage begins after you have met your Bridge responsibility.

**Traditional Health Coverage**

**After your bridge, the plan pays:**

100% for in-network providers      70% for out-of-network providers

**Additional Protection**

For your protection, the total amount you spend out of your pocket is limited. Once you spend that amount, the plan pays 100% of the cost for covered services for the remainder of the plan year.

**Annual Out-of-Pocket Maximum**

**In-Network and Out-of-Network Providers**  
\$ 4,000 individual coverage  
\$ 8,000 family coverage

Your annual out-of-pocket maximum consists of funds you spend from your HSA, your Bridge responsibility and your coinsurance amounts.

**And even -**

**Earn Rewards**

What's special about your Lumenos HSA plan is that you may earn reward dollars to redeem for gift cards to select retailers. It's how your Lumenos plan rewards you for taking steps to improve your health.

**Earn Rewards**

**If you do this:**

- Future Moms for participation and completion
- Healthy Lifestyles online participation
- ConditionCare participation and completion

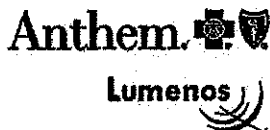
**You can earn:**

Up to \$200  
Up to \$150  
Up to \$300

Some eligibility requirements apply. See page 2 for program descriptions.

If you have questions, please call toll-free 1-888-224-4896.

Oxford  
CGHSA3134 w GC NGF (Eff. 07/15)



## Lumenos HSA Plan Summary

### Healthy Rewards

You can earn reward dollars to redeem for gift cards at select retailers. Earn rewards for the following:

**Future Moms:** Individualized obstetric support for expectant high-risk and non-high-risk mothers. Members can earn up to a \$200 Future Mom's incentive. This includes three milestones: \$100 initial enrollment, \$50 interim, and \$50 postpartum; timing and rules apply.

**Healthy Lifestyles Online:** Each adult family member can earn up to \$150 each year. Members earn a \$50 incentive at each 3,000, 5,000 and 10,000 point milestone. Your employees can quickly achieve their first milestone of 3,000 points by completing the Well-Being Assessment and setting up their Well-Being Plan.

**Enroll in ConditionCare:** (Incentive \$100) Disease management for prevalent, high-cost conditions (asthma, diabetes, chronic obstructive pulmonary disease, coronary artery disease and heart failure). Each family member can get one incentive per year. In the first year and later years, members must stay qualified to enroll and earn incentives. Members who have more than one health problem will enroll in one combined program — not separate ones for each condition.

**Graduate from ConditionCare:** (Incentive \$200) There's no limit to the number of family members that can graduate and earn the incentive. Each family member can earn one credit per year. In the first year and later years, members must stay qualified to enroll, graduate and earn incentives. Members who have more than one health problem will graduate from one combined program — not separate ones for each condition.

### Summary of Covered Services

#### Preventive Care

Anthem's Lumenos HSA plan covers preventive services recommended by the U.S. Preventive Services Task Force, the American Cancer Society, the Advisory Committee on Immunization Practices (ACIP) and the American Academy of Pediatrics. The Preventive Care benefit includes screening tests, immunizations and counseling services designed to detect and treat medical conditions to prevent avoidable premature injury, illness and death.

All preventive services received from an in-network provider are covered at 100% are not deducted from your HSA and do not apply to your deductible. If you see an out-of-network provider, then your deductible or out-of-network coinsurance responsibility will apply.

The following is a list of covered preventive care services:

#### Well Baby and Well Child Preventive Care

Office Visits through age 18; including preventive vision exams

Screening Tests for vision, hearing, and lead exposure. Also includes pelvic exam, Pap test and contraceptive management for females who are age 18, or have been sexually active.

#### Immunizations:

Hepatitis A  
Hepatitis B  
Diphtheria, Tetanus, Pertussis (DtaP)  
Varicella (chicken pox)  
Influenza – flu shot  
Pneumococcal Conjugate (pneumonia)  
Human Papilloma Virus (HPV) – cervical cancer  
H. Influenza type b  
Polio  
Measles, Mumps, Rubella (MMR)

#### Adult Preventive Care

Office Visits after age 18; including preventive vision exams.

Screening Tests for coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams, Pap test and contraceptive management

#### Immunizations:

Hepatitis A  
Hepatitis B  
Diphtheria, Tetanus, Pertussis (DtaP)  
Varicella (chicken pox)  
Influenza – flu shot  
Pneumococcal Conjugate (pneumonia)  
Human Papilloma Virus (HPV) – cervical cancer

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Oxford  
CGHSA3134 w GC NGF (Eff. 07/15)



## Lumenos HSA Plan Summary

### Summary of Covered Services (Continued)

#### Medical Care

Anthem's Lumenos HSA plan covers a wide range of medical services to treat an illness or injury. You can use your available HSA funds to pay for these covered services. Once you spend up to your deductible amount shown on Page 1 for covered services, you will have Traditional Health Coverage with the coinsurance listed on Page 1 to help pay for covered services listed below.

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Durable Medical Equipment
- Emergency Hospital Services (network coinsurance applies both in-network and out-of-network)
- Acupuncture
- Inpatient and Outpatient Mental Health and Substance Abuse Services
- Maternity Care
- Chiropractic Care
- Prescription Drugs
- Home health care and hospice care
- Physical, Speech and Occupational Therapy Services

Some covered services may have limitations or other restrictions.\* With Anthem's Lumenos HSA plan, the following services are limited:

- Skilled nursing facility services limited to 220 days per member per calendar year.
- Home Health care services unlimited visits per member per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- Cardiac rehab therapy services subject to an unlimited visit maximum.
- PT/OT/ST and chiropractic services limited to a combined total of 50 visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- Your Lumenos HSA plan includes an unlimited lifetime maximum for in and out-of-network services.

\* For a complete list of exclusions and limitations, please reference your Certificate of Coverage.

#### Prescription Drugs -- copay after deductible (when purchased from a network pharmacy\*)

##### Retail (30 day supply)

\$5 Tier 1 copayment  
\$25 Tier 2 copayment  
\$40 Tier 3 copayment

##### Mail Order (90 day supply)

\$10 Tier 1 copayment  
\$50 Tier 2 copayment  
\$80 Tier 3 copayment

\*For the out-of-network benefit, refer to the Traditional Health Coverage section.

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits. If you have questions, please call toll-free 1-888-224-4896.



## Lumenos HSA Plan Summary

This summary is a brief outline of the benefits and coverage provided under the Lumenos plan. It is not intended to be a complete list of the benefits of the plan. This summary is for a full year in the Lumenos plan. If you join the plan mid-year or have a qualified change of status, your actual benefit levels may vary.

When you redeem your Healthy Rewards dollars for a gift card, the amount of the gift card is considered taxable income to you. You should contact a tax advisor for guidance on tax issues.

Additional limitations and exclusions may apply.



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\* Registered marks of the Blue Cross and Blue Shield Association. ® LUMENOS is a registered trademark.

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Oxford  
CGHSA3134 w GC NGF (EFF. 07/15)

## Medical Benefits – Effective 1/1/17



## Lumenos HSA Plan Summary

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#### Contributions to Your HSA

For 2016, contributions can be made to your HSA up to the following:

\$3,350 individual coverage

\$6,750 family coverage

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Plus - To help you stay healthy, use:

#### Preventive Care

100% coverage for nationally recommended services. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

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Then -

#### Your Bridge Responsibility

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Health Account + Bridge = Deductible

#### Bridge

Your Bridge responsibility will vary.

#### Annual Deductible Responsibility

In Network and Out of Network Providers

\$ 2,250 individual coverage

\$ 4,500 family coverage

If Needed -

#### Traditional Health Coverage

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#### Traditional Health Coverage

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100% for in-network providers

70% for out-of-network providers

#### Additional Protection

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In-Network and Out-of-Network Providers

\$ 4,500 individual coverage

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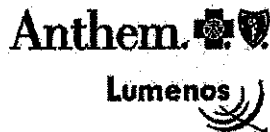
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Oxford  
HSA w GC NGF (Eff. 1/1/16)





## Lumenos HSA Plan Summary

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H. Influenza type b  
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Varicella (chicken pox)  
Influenza - flu shot  
Pneumococcal Conjugate (pneumonia)  
Human Papilloma Virus (HPV) - cervical cancer

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Oxford  
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## Lumenos HSA Plan Summary

### Summary of Covered Services (Continued)

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\$45 Tier 3 copayment

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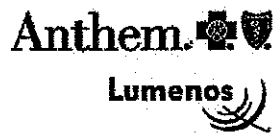
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\$90 Tier 3 copayment

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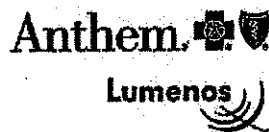


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HSA WGO NGF (Eff. 1/16)

