

**OXFORD BOARD OF EDUCATION
AND
AFSCME LOCAL 1303-230
CUSTODIAL STAFF
LABOR AGREEMENT**

July 1, 2021 through June 30, 2025

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TOWN OF OXFORD, CT
S. J. [Signature]
TO: [Signature]

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INTRODUCTORY CLAUSE

This Agreement is made by and between the Oxford Board of Education (hereinafter, "Board") and the Custodial School Employees, Local 1303-230 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 Representative

The Board hereby recognizes the Union as the sole and exclusive representative of all Custodial School Employees, Computer Systems Technician and Network Systems Manager for the purpose of collective bargaining concerning hours, wages, and working conditions.

1.2 Subcontracting

The Board retains the right to subcontract extraordinary custodial work of the type or kind not normally performed by bargaining unit employees, but shall not subcontract work normally performed by the bargaining unit.

ARTICLE II - MEMBERS

- 2.1 All employees may become members of the Union after ninety (90) days of employment or refrain from joining the Union. Employees who join the Union shall execute in writing, a deduction authorization for the limited purpose of authorizing the Board to deduct from their wages such dues, authorized service fees and initiation fees fixed and certified in writing by the Union, which shall be payable by each such 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 and regular part-time employees described in Section 2.1.

2.3 Dues Deduction

The employer agrees to deduct monthly dues and authorized service fees, as certified by the Secretary of the Union, from the wages of all employees who submit written wage deduction authorization. The Union shall save the Board harmless from any and all claims including reasonable attorneys' fees, demands, suits or judgments arising from the implementation of this Section.

2.4 Dues

The dues and authorized fee deduction for each bi-weekly payroll will be remitted to the Council #4 office along with an itemized list of employees showing the amount deducted, addresses and social security numbers of said employees.

2.5 Order of Responsibility

All bargaining unit custodial employees shall ordinarily be subject to the direction of the Director of Facilities, applicable Building Principal and their Lead Custodian and in that order of managerial authority. Notwithstanding this provision, all custodial employees remain subject to the ultimate managerial authority of the Superintendent or his or her designee.

All bargaining unit IT employees shall ordinarily be subject to the direction of the Coordinator of IT Services. Notwithstanding this provision, all network systems employees shall remain subject to the ultimate managerial authority of the Superintendent or his or her designee.

2.6 Classifications

This Agreement shall cover all bargaining unit positions as listed below:

Custodian
Computer Systems Technician Lead Custodian
Network Systems Manager

2.7 All employees shall be evaluated annually by the Superintendent or designee.

ARTICLE III - SENIORITY

3.1 Seniority within the Bargaining Unit shall be defined as length of continuous service since most recent hire, provided that a service break of less than one calendar year shall not be considered a break in service, though no seniority will accrue during any break in service, except in the case of an employee who has been laid off and his/her name remains on the recall list.

3.2 Promotion

Promotion shall be determined by the employer. Prior to promotion, the employer may require testing and determine passing standards for that testing.

3.3 Probationary Period

All new employees shall serve a probationary period of one hundred and fifty (150) 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 shall not be entitled to insurance coverage until the first day of the month following sixty (60) days of hire and shall not be entitled to sick leave, or

personal leave for the duration of their probationary period. 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 Secretary of Local 1303-230.

3.5 Vacancies

When a vacancy exists within the bargaining unit, by classification, the vacancy shall be posted for a period of ten working days. Vacancies shall be filled within the bargaining unit by position: Custodian, Lead Custodian, Computer Systems Technician, Network Systems Manager. In the case of equally qualified applicants, the most senior qualified applicant within the bargaining unit shall be granted the position. If there are not qualified applicants in the bargaining unit, the Board may hire from the outside. There shall be a sixty (60) day qualifying period in the new position. If the employee who accepts the position is unable to perform in the new position, then he/she shall be returned to his/her former position. The appointment of any employee succeeding the promoted employee will be contingent upon successful completion of the qualifying period. After successful completion of the qualifying period, the position shall become permanent subject to annual performance review.

3.6 Transfers

Transfer of employees shall be at the discretion of the employer.

3.7 Involuntary Transfer

Before any involuntary transfers, other than for a disciplinary reason, occur, the person will be entitled to meet with his/her supervisor to know the reason.

3.8 Layoff

If layoffs occur, the least senior employee within the classifications noted in Section 2.6 shall be the first terminated. Probationary and part-time employees have no seniority privileges and shall be the first terminated. For example, if a permanent full time custodian is subject to layoff notice, the least senior custodian in the classification shall receive the layoff notice. The affected employee shall have the right to fill any vacancy which may exist or bump the least senior employee in an equal or lower classification. 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 reduction in force shall have his/her name placed on a recall list for a period of 12 months, commencing with the effective date of such termination.

Any employee on a recall list shall receive a written offer of reappointment at least ten (10) days prior to the date of reemployment. The employee shall accept or reject the appointment in

writing within fifteen (15) days after the above notice is mailed, certified-return receipt. In the event any employee shall reject or fail to respond to an offer of appointment, then such employee's name shall be removed from said list and he/she shall have no further rights pursuant to this Article.

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

ARTICLE IV - HOURS OF WORK

4.1 Work Schedules

Full-Time

- A. All full time employees are to work a forty (40) hour week of five consecutive days which shall not include a one-half hour lunch period. The regular work week (see Appendix A) shall be Monday through Friday, inclusive. There shall be two (2) fifteen (15) minute paid breaks. Each fifteen minute break will be scheduled between the second and third hours of work and between the fifth and sixth hours of work. The specific times of the break periods may be established by school administration after consultation with the Union.

The Board may create full-time positions in each of the schools that are forty (40) hour positions (see Appendix A); some are Tuesday through Friday from 2:00 PM to 10:00 PM, and Saturday from 8:00 AM to 4:00 PM. Employees scheduled Tuesday through Saturday shall be paid at the night custodian rate. Tuesday through Saturday schedule employees shall be paid at straight time on Saturdays; however, shall be paid one and a half times straight time for all hours worked on Sundays and Mondays and two times straight time for all hours worked on Holidays.

All Monday holidays shall be taken on the following Tuesday. The hours of work of Tuesday through Saturday employees shall be included in Appendix A. Only employees who are hired after April 24, 1994 for the Tuesday through Saturday schedule described above will be required to work such a schedule.

- B. Whenever a full-time employee leaves employment for any reason other than termination or layoff (i.e., death, retirement, resignation) the Board, in its sole discretion, may replace that employee with another full-time employee, or may replace that employee with one or more part-time employees, provided there are at least nine (9) full-time employees, and reduction of full-time employees down to that number is due to any reason other than termination or layoff.

Part-Time

Part-time employees will be paid a flat hourly rate for all shifts. As of 7/1/21, the rate is \$20.40 per hour; as of 7/1/22, the rate is \$20.86; as of 7/1/23, the rate is \$21.38 per hour, and; as of 7/1/24, the rate is \$21.97 per hour.

A part-time employee who regularly works thirty (30) hours or more per week will be provided group health insurance benefits as set forth in Article VIII, Section 8.3.

All benefits set forth in this Agreement, other than group health insurance benefits, will be pro-rated for part-time employees.

The hours of work for each location and position are outlined in Appendix A of this Agreement.

4.2 Overtime

Overtime shall be granted after a 40 hour week of earned pay. Sick time taken does not count as earned pay. Time and one-half shall be paid for all work required to be done on Sundays, and double time shall be paid for all work required to be done on holidays, as outlined in Section 5.1.

Subject to the provisions of Section 4.3 below, all overtime shall be distributed by the Superintendent or his or her designee, and paid for accordingly and equally among the full-time custodians of the individual school. If for any reason the employees in an individual school cannot perform such overtime, it shall be distributed by the Director of Facilities or his/her designee on a rotating basis to the custodial employees of other schools.

Overtime not worked or refused will be charged to said employee refusing such overtime and an overtime log will be maintained by the Superintendent or her designee. Full-time employees will retain the right of first refusal for overtime. Nothing in this Section shall be interpreted as permitting a custodian to refuse mandatory open shift coverage when he or she may be required to provide such coverage pursuant to Section 4.3 below.

4.3 Shift Coverage

Open regularly scheduled and temporary custodial shifts that the Board wishes to fill shall first be offered on a voluntary basis to all qualified custodians assigned to the same school or building. In the event that no qualified custodian assigned to the same school or building volunteers to work an open shift it shall then be offered on a voluntary basis to all qualified custodians within the bargaining unit. In the event that no qualified custodian within the bargaining unit volunteers to work an open shift it shall then be offered to non-bargaining unit external substitutes.

If after following the above procedure the Board is unable to find a qualified volunteer to cover an open shift, the Board may assign the shift to the least senior qualified custodian to cover the shift on a mandatory basis. This obligation shall rotate among the custodial members of the bargaining unit in inverse order of seniority. Nothing in this section shall diminish the Board's obligation to pay overtime for all hours worked in excess of 40 hours per week as set forth in Section 4.2 above.

4.3 Call Backs

A minimum of three (3) hours, at a wage equal to one and one-half (1-1/2) the appropriate hourly rate, shall be paid to any employee called back for duty. Call backs are to be authorized by the Superintendent or his designee. It is understood that environmental alarm calls will be handled by the Director of Facilities. All other alarm calls remain the responsibility of this bargaining unit.

4.4 Differential

An employee working on any shift which begins at 2:00 PM or later, shall be paid a night shift differential of six percent (6%) of his/her regular hourly rate as indicated in Wage Schedule B, attached.

ARTICLE V - HOLIDAYS

5.1 All employees shall receive the following paid holidays:

- | | |
|---------------------------|----------------------------|
| 1. Independence Day | 8. Christmas Day |
| 2. Labor Day | 9. New Year's Eve |
| 3. Columbus Day | 10. New Year's Day |
| 4. Veterans Day* | 11. Martin Luther King Day |
| 5. Thanksgiving Day | 12. Presidents' Day |
| 6. Day After Thanksgiving | 13. Good Friday |
| 7. Christmas Eve | 14. Memorial Day |

5.2 Weekend Holidays

If a holiday falls on a weekend, the holiday will be celebrated as established on the master school calendar.

ARTICLE VI - VACATIONS

6.1 Vacations

Each employee shall receive:

First to Fifth year	2 weeks
Sixth to Tenth Year	3 weeks
Eleventh to Fourteenth Year	4 weeks
Fifteenth Year and After	5 weeks

Each employee hired on or after July 1, 2021 shall receive:

* When Veterans Day occurs on a day school is in session, the employee gets a floating holiday to be used by the end of the fiscal year, as approved by the Superintendent.

First to Fifth year	1 week
Sixth to Tenth Year	2 weeks
Eleventh to Fourteenth Year	3 weeks
Fifteenth Year and After	4 weeks

Employees who resign or retire will receive all vacation pay due on a pro-rated basis on the date of his/her resignation/retirement. For purposes of this provision, vacation pay shall be accrued on a monthly basis.

The level of vacation benefits that an employee shall be entitled to shall be established on July 1st of each year and shall be based on the employee's prior years of service with the District. For example, upon completing five (5) years of service (the fifth anniversary from date of hire), an employee hired on or before June 30, 2021 shall be granted three weeks of vacation on July 1st in the succeeding work year. This procedure will continue for the sixth, seventh, eight, and ninth years of service. Upon completing ten years of service (the tenth anniversary from the date of hire), an employee hired on or before June 30, 2021 shall be granted four weeks of vacation on July 1st in the succeeding work year. This procedure will continue each year until the fifteenth anniversary date at which point an employee hired on or before June 30, 2021 shall be granted five weeks of vacation per year on July 1st in the succeeding work year. The same procedure shall apply to employees hired on or after July 1, 2021 subject to the yearly vacation amounts set forth above.

Employees shall not be permitted to carry over vacation days from year to year.

6.2 Vacation Periods

Fifty percent (50%), but not more than two (2) weeks of all vacation days shall be taken during July and August and periods when school is not in session. The remainder of vacation days may be taken anytime during the school year only upon written approval of the Director of Facilities. Should there be any conflict over vacation schedule requests, seniority shall govern, except that once a vacation request has been approved, it shall not be rescinded.

No vacation days shall be taken during the last week of school or the two weeks prior to the opening of school, except for extraordinary circumstances pre-approved in writing by the superintendent of schools or his designee.

ARTICLE VII - LEAVE OF ABSENCE

7.1 Sick Leave

Employees shall receive a leave of absence with full pay for sickness at the rate of one and one quarter 1-1/4 days per month for a total of 15 (fifteen) days for the fiscal year. Thereafter, as of the end of each month, he/she shall be allowed one and one quarter (1-1/4) days accumulative to a maximum of 165 (one hundred sixty-five) working days of absence.

The Board may require satisfactory proof of illness after a staff member is out for three consecutive school days or the day prior to and/or after a scheduled vacation or holiday.

Bargaining unit members shall be allowed to pool five sick days per member per year to any bargaining unit member who has exhausted all accrued leave days because of major illness. The union shall request the privilege to use this procedure to the Board as the need occurs. Each bargaining unit member must sign off a waiver of transfer of his/her sick days to another bargaining unit member.

7.2 Sick Leave Listing

The Board shall inform each employee of their accumulated sick leave once a year and deliver a list of same to the Union each August 15.

7.3 Personal Leave

A. Leave Generally

Custodians working 25 hours or more per week will be allowed three (3) personal days each year, with pay. Personal days may be used for any reason at the discretion of the custodian 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 custodian or his or her immediate family members.

B. Application

Application for such leave must be made to the Director of Facilities in writing at least forty-eight (48) hours in advance. Exceptions to this time limit may be made in emergencies by the Superintendent or his or her designee.

7.4 Bereavement

In the event of a death of a wife, husband, father, mother, step-parent, sister, brother, child or grandchild, the employee shall receive a leave of absence, not to exceed five (5) working days commencing either on the day of the death or the day immediately following the day of death. Such leave shall be with pay. At the discretion of the Superintendent, this limit may be extended due to extraordinary circumstances.

Time off to attend the funeral of a mother-in-law or father-in-law 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. The employee, at his/her discretion, may use available Personal Leave to extend the period of absence.

Time off to attend the funeral of an aunt, uncle, sister-in-law, brother-in-law, daughter-in-law, son-in-law, and grandparent, shall be granted. Such leave shall be with pay and shall not exceed one work day. Due to extenuating circumstances, this limit may be extended at the discretion of the Superintendent. The employee, at his/her discretion, may use available Personal Leave to extend the period of absence.

7.5 Leave of Absence

Leave of absence without pay may be granted to employees of up to one (1) year for legitimate reasons stated in writing to the Board. Such leave, for purposes other than health reasons, shall be without benefits. Upon expiration of leave, the employee shall be reinstated to his/her former position, providing there is a vacancy and will pick up all benefits including prior seniority. Leave of absence will not be granted for other employment.

7.6 Workers Compensation

Employees shall receive workers compensation insurance if they are injured on the job and shall receive the difference between workers compensation and their regular base pay for the period they are out with the injury for three (3) month.

ARTICLE VIII - WAGES, LONGEVITY AND BENEFITS

8.1 Wages

The wage schedule is provided in Appendix B. Appendix B is attached as part of this Agreement and provides wage increases as follows:

July 1, 2021	2%%
July 1, 2022	2.25%
July 1, 2023	2.5%
July 1, 2024	2.75%

New employees shall be paid \$1.50 per hour below the contractual rate of pay for the first one hundred and fifty (150) calendar days of employment. Between the one and fifty-first (151) calendar day of employment and the first anniversary year of employment, new employees shall be paid \$1.00 per hour below the contractual rate of pay. After one calendar year of employment, all new employees shall be paid the contractual rate for their position.

Commencing on the date of this Agreement, when a building Lead Custodian is absent from work for five (5) or more consecutive days and a building custodian assumes his/her responsibilities, that building custodian will receive lead custodian wages for the period of time he/she functions as a lead custodian.

Any custodian/lead custodian working the night shift who is asked to fill in on the day shift will be allowed to keep his/her night shift rate while filling in on the day shift.

8.2 Longevity

A longevity payment shall be made to each eligible employee hired before 7/1/18 payable in the pay period subsequent to the employee's anniversary date of employment in accordance with the schedule as follows:

Years of Service	Amount
5 - 9	\$ 300
10-14	350
15-19	450
20 or more	500

8.3 Medical Benefits

1. Each employee will be provided with group health insurance in the form of the State Partnership Plan 2.0. The State Partnership Plan 2.0. Summary is attached as Appendix C. This plan replaces all previous group health plans.
2. Full service dental with Rider A.
3. On behalf of full-time employees, and eligible part-time employees, upon signing, the Board shall pay seventy-nine percent (79%) of the health insurance premiums on the above benefits. The employee shall be responsible for payment of the remaining twenty-one percent (21%) . Effective July 1, 2022, the Board shall continue to pay seventy-nine percent (79%) of the health insurance premiums on the above benefits. The employee shall be responsible for payment of the remaining twenty-one percent (21%)) Effective July 1, 2023, the Board shall pay seventy-eight and one-half percent (78.5%) of the health insurance premiums on the above benefits. The employee shall be responsible for payment of the remaining twenty-one and one-half percent (21.5%). Effective July 1, 2024, the Board shall pay seventy-eight percent (78%) of the health insurance premiums on the above benefits. The employee shall be responsible for payment of the remaining twenty-two percent (22%). If the employee elects no payroll deduction for insurances, the employee shall have waived his/her right to be covered by the insurances listed above.
4. The Board may, with reasonable advance notice to the Union, change insurance carriers or self-insure for all or some of the aforementioned insurances provided that such modification substitutes benefits and services substantially equal to or better than the benefits and services in this Agreement.
5. Notwithstanding the above, full-time custodians may elect to waive, in writing, all health insurance coverages provided for under this Appendix C, and in lieu thereof, may receive an annual payment of two thousand five hundred dollars (\$2,500) in cash. 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 (30) 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 to any regulations or restrictions which may be prescribed by the appropriate insurance carriers. Any custodian may elect to resume Board-provided insurance coverage upon written notice to the Board. 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 referenced annual payment.

Any employee electing to waive Oxford's health insurance must show evidence of alternative insurance coverage.

6. Payment for insurance waiver for part-time custodians shall be made by the Board in the same proportion as the employee's hours of work.
7. The Board retains the right to offer from time to time, voluntary alternative health insurance plans to the employees. Alternative health insurance plans shall be defined in the broadest terms and shall not be restricted to traditional plans. In offering such plans, the Board may offer such premium cost sharing, deductible cost sharing, or other employee contribution as it deems appropriate. The nature of the plan, the design, and the cost sharing provisions are completely within the discretion of the Board.

8.4 Life Insurance

The Board shall provide life insurance for custodians at one (1) times the custodian's salary, rounded up to the next highest \$1,000.

8.5 Termination of Benefits

Custodians who leave 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 custodian must deliver to the Board a check payable to such policy carrier representing payment for the custodian'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 custodians, the amount of the increase shall be assumed by the members of the bargaining unit and by the retired custodians who utilize the benefits authorized by this section.

8.6 Clothing

All bargaining unit members will be provided with six (6) pullover shirts per year with imprinting, which will be required apparel while on duty. Said apparel shall be provided to each employee by the start of the student school year.

ARTICLE IX - DISMISSAL AND SUSPENSION

9.1 Disciplinary Actions

The employer may immediately discharge employees for the following offenses:

1. Any act involving moral turpitude
2. Unauthorized leave of absence without a valid reason
3. Under the influence and/or use of liquor or drugs while on duty
4. Risk of injury to a minor
5. Theft
6. Insubordination
 1. First Offense - Warning
 2. Second Offense - Three days suspension
 3. Third Offense - Discharge

The Employer shall not suspend or discharge any employee without just cause.

9.2 Notices to the Union

All notices must be in writing to the employee and the Union. Email notification shall be deemed to satisfy this requirement.

ARTICLE X - PRIOR PRACTICE

- 10.1 No prior rights, benefits, or privileges that employees have enjoyed heretofore shall be abridged unless it is superseded by a provision of this Agreement, and if not so superseded, shall remain in effect for the duration of this Agreement.

ARTICLE XI - UNION ACTIVITIES

- 11.1 Union officers, not to exceed two, shall be allowed to attend official Union Conferences, not to exceed one day at Board expense 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 one week before the start of the absence.

ARTICLE XII - GRIEVANCE PROCEDURE

- 12.1 A grievance is a written claim alleging violation of a specific provision(s) of this Agreement. In order to be valid, a grievance must be in writing and filed at the first step of the grievance procedure within fourteen (14) working days of the occurrence that gave rise to the grievance.

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

1. Step One Building Administrator

Within fourteen (14) working days of the occurrence, the grievance shall be submitted, in writing, by the Union Steward to the Building Principal. The Building Principal must give his/her answer within five (5) working days of receipt of the written grievance.

2. Step Two Superintendent

If the grievance is not resolved by the answer received at Step 1, then the grievance may be forwarded by the Union to the Superintendent or his designee within five (5) working days of their receipt of the answer at Step 1.

Within ten (10) working days of his/her receipt of the grievance, the Superintendent or his designee shall convene a hearing on the matter. Within five (5) working days of said hearing, the Superintendent or his designee shall render his/her decision.

3. Step Three - Binding Arbitration

1. Within ten (10) working days after receipt of such decision of the Superintendent or his designee, the Union may, if dissatisfied with the answer, submit the matter to the Connecticut 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.
2. In the event the grievance involved discharge, the Board may opt to file such matter with the American Arbitration Association provided the Board shall pay the full costs of such arbitration hearing and allows for mutual agreement by the Union on selection of an arbitrator.

12.3 Grievances shall be heard at times must practical to do so.

12.4 Time limits in the grievance procedure or arbitration may be extended by mutual agreement.

ARTICLE XIII - NO STRIKE PROVISION

- 13.1 During the life of this Agreement, there shall be no strike, slowdown, suspension, or stoppage of work in any part of the Board's operations by employees; nor shall there be any lockout by the Board in any part of the Board's operation relating to the bargaining unit.

ARTICLE XIV - PENSION

- 14.1 Employees are covered by the Town of Oxford's participation in the Municipal Employees Retirement Fund, MERF B Plan.

ARTICLE XV - MANAGEMENT RIGHTS CLAUSE

- 15.1 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 of its aspects, including, but not limited to the following:
1. To determine the type of work to be performed by bargaining unit members;
 2. To assign all work to unit members;
 3. To decide the methods procedures and means of conducting the work;
 4. To select, hire, and demote unit members;
 5. To promote, transfer, and lay off unit members;
 6. To decide the need for facilities;
 7. To establish or continue policies, practices, and procedures for the conducting of business and the management of operations, and from time to time to 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 XVI - DURATION

- 16.0 This Agreement shall remain in full force and effect from July 1, 2021 through June 30, 2025.

FOR THE OXFORD BOARD
OF EDUCATION



Signed: Stephanie Miller, Chairwoman



Signed: Dr. Jason McKinnon, Superintendent

FOR AFSCME, COUNCIL 4
LOCAL 1303-230



Signed: Paul Mirabelle, Jr.
Union President



Signed: Robert Montuori
Staff Representative for AFSCME Council 4

APPENDIX A HOURS OF WORK

QUAKER FARMS SCHOOL:

- | | |
|---------------------------|--------------------|
| (1) First Shift Coverage | 6:30 AM - 2:30 PM |
| (2) Second Shift Coverage | 3:00 PM - 11:00 PM |

OXFORD CENTER SCHOOL:

- | | |
|---------------------------|--------------------|
| (1) First Shift Coverage | 7:00 AM - 3:00 PM |
| (2) Second Shift Coverage | 3:00 PM - 11:00 PM |

OXFORD MIDDLE SCHOOL:

- | | |
|---------------------------|--------------------|
| (1) First Shift Coverage | 6:30 AM - 2:30 PM |
| (2) Second Shift Coverage | 2:30 PM - 10:30 PM |

OXFORD HIGH SCHOOL:

- | | |
|---|---|
| (1) First Shift Coverage | 6:00 AM - 2:00 PM |
| (2) Second Shift Coverage | 2:30 PM - 10:30 PM |
| (1) Tuesday – Friday Second Shift
& Saturday Shift | 2:00 PM - 10:00 PM
8:00 AM - 4:00 PM |

Note: A shift is (8) eight hours; a shift can be covered by more than (1) one employee.

Summer and Other School Shutdown Hours

During shut down periods the Employer shall make every reasonable effort to schedule custodial staff from 6:00 a.m. to 2:00 p.m. However, the Employer may deviate from such schedule as it deems necessary at the discretion of the Superintendent to meet the operational needs of the system.

School Closings Due To Winter/Inclement Weather

When school is closed due to winter/inclement weather, all employees are expected to report to the school for which they are assigned as soon as they can safely do so.

**APPENDIX B
WAGE RATES**

			Lead Custodian**		
	<u>Increase</u>	<u>Day Custodian</u>	<u>Night Custodian*</u>	<u>Day Shift</u>	<u>Night Shift*</u>
<u>Hourly Rates</u>					
<u>2021-2022</u>	2%	\$28.51	\$30.21	\$29.53	\$31.23
<u>2022-2023</u>	2.25%	\$29.15	\$30.89	\$30.19	\$31.94
<u>2023-2024</u>	2.5%	\$29.88	\$31.66	\$30.95	\$32.73
<u>2024-2025</u>	2.75%	\$30.70	\$32.54	\$31.80	\$33.63

Annual Salary			
		<u>Computer Systems Technician</u>	<u>Network Systems Manager</u>
	<u>Increase</u>		
<u>2021-2022</u>	2%	\$45,900	\$70,380
<u>2022-2023</u>	2.25%	\$46,933	\$71,964
<u>2023-2024</u>	2.5%	\$48,106	\$73,763
<u>2024-2025</u>	2.75%	\$49,429	\$75,791

* Classification pay rate includes a six percent (6%) shift differential.

** Classification includes a stipend of one dollar (\$1.00) per hour above the custodian rate. All permanent lead custodians shall receive an annual stipend of \$2,000. Such stipend will be paid in \$1,000 increments on or before January 1st and June 30th of every year.

APPENDIX C

Effective no later than July 1, 2021, 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 2015-2018 contract.

The health plan benefits shall be as set forth in the SPP effective on July 1, 2021, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP.

- a. The premium rates shall be set by the SPP. The parties acknowledge that the rate set by the SPP 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 contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP 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 in its current form is no longer available; or if the benefit plan design of the SPP 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, or if additional fees and/or charges for the SPP 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.

d. In any negotiations triggered under subparagraph “c” above, as well as negotiations for a successor to this collective bargaining agreement, the parties shall consider the health insurance set forth in the 2015-2018 Collective Bargaining Agreement prior to the execution of this MOU 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;
- 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.

Unit members participating under the SPP will have the opportunity to enroll in a Flexible Spending Account for both medical care and dependent/elder care pursuant to IRC Sections 125 and 129. The Health Flexible Spending Accounts (FSA) shall be full purpose, and the Board shall offer unit members such full purpose FSA accounts while the SPP is available to unit members. If and when the SPP is no longer available to unit members, the Board will offer limited purpose FSA accounts to unit members who participate in a high deductible plan or who are otherwise not eligible to participate in a full purpose FSA.

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

APPENDIX D

Salary and Benefits for Network Systems Manager ("Employee")

1. Work Year. This is a twelve (12) month, full time position normally requiring forty (40) hours of work per week.
2. Holidays. The Employee shall receive the following paid holidays: Independence Day, Labor Day, Columbus Day, Veteran's Day (Floater day), Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, President's Day, Good Friday and Memorial Day.
3. Vacation. If in the first year of employment, from the day the Employee commences work through June 30 the Employee will receive and accrue paid vacation at a rate of one half (.5) days per month of completed employment service. In each of the second and third Fiscal Years (July 1 through June 30) during which the Employee is employed, he or she will receive two (2) weeks (10 days) of paid vacation each Fiscal Year. In each of the fourth through sixth Fiscal Year during which the Employee is employed, he or she will receive three (3) weeks (15 days) of paid vacation each Fiscal Year. During the seventh or more Fiscal Year during which the Employee is employed, he or she will receive four (4) weeks (20 days) of paid vacation each Fiscal Year. Notwithstanding the foregoing, in the last year of the Employee's employment, his or her paid vacation entitlement will be prorated if the employment separation does not coincide with the end of the Fiscal Year. Vacation may not be carried over from year to year. The Employee will not receive payment for any unused vacation time.
4. Sick Leave. The Employee will receive fifteen (15) days of paid sick leave plus any sick leave he or she has accumulated as of July 1, to a maximum aggregate accumulation of 90 days. Sick leave will be provided on July 1 unless the Employee begins work after July 1 in which case sick leave will accrue at a rate of 1.25 days per month through June. Sick leave may be used for the Employee's own illness or injury (as long as Workers' Compensation does not apply). The Board reserves the right to reduce the amount of the Employee's accumulated sick leave for purposes of implementing a Long Term Disability Plan.
5. Personal Leave. The Employee is entitled to take up to three (3) paid personal days during the year to conduct personal business that can not be performed outside the work day. The Employee must submit a request for personal leave in writing to the Superintendent at least 48 hours prior to the time requested except in extenuating circumstances when the Superintendent may waive this requirement. Personal days may not be used to extend vacation, summer recess, or holiday periods.
6. Bereavement Leave. The Employee is entitled to paid Bereavement Leave as follows:

- a. Up to five (5) days per death of a child, grandchild, parent, spouse, sibling or individual domiciled in the Employee's household.
- b. Up to three (3) days per death of a mother-in-law or father-in-law of the current marriage.
- c. Up to one (1) day per death of an aunt or uncle; sister-in-law, brother-in-law, daughter-in-law, or son-in-law of the current marriage; stepmother or stepfather; or grand-parent.

The Employee may use available paid personal leave to extend Bereavement Leave. In extenuating circumstances the Superintendent may grant unpaid leave if no personal leave is available.

7. Professional Leave. To acquire useful knowledge in the rapidly changing world of instructional technology, the Employee is encouraged to attend seminars and participate in professional training as recommended by the Superintendent or IT Director within the fiscal resources of the Board. The Employee may receive up to five (5) professional development days for attendance at such seminars, conferences, workshops or training, subject to both the IT Director and Superintendent's approval, for the purpose of advancing the Employee's knowledge and ability to perform his or her job for the school district. Additional days may be approved by the Superintendent in special circumstances. The Superintendent may authorize reimbursement for reasonable associated travel expenses that are properly documented. The budget expenditures to support Professional Leave of IT Specialists in the aggregate may not exceed \$1,000 per year.
8. Travel Mileage Reimbursement. When the Employee uses his or her own vehicle for travel within the district for school purposes and submits proper documentation, he or she is eligible for mileage reimbursement at the standard IRS rate.
9. Tuition Reimbursement. The Employee will be eligible for tuition reimbursement subject to the following conditions:
 - a. The coursework must be at an accredited college or university, or software licensing institution and must be approved in advance by the Superintendent;
 - b. In the Superintendent's opinion, the coursework would advance the Employee's knowledge and ability to perform his or her job for the school district;
 - c. The reimbursement amount cannot exceed \$2,000 per calendar year; and
 - d. Funds have been appropriated in the Board's annual fiscal budget.

Application for tuition reimbursement must be made to the Superintendent at least two weeks in advance of the coursework. Upon completion of the approved coursework and submission of an official transcript and receipt showing the applicable tuition was paid, the Employee will receive reimbursement according to the following schedule:

<u>Grade</u>	<u>Reimbursement Amount</u>
Not Applicable	Full Tuition
A or B	Full Tuition

C	50% Reimbursement
D, F or Incomplete	No Reimbursement

10. Salary. The salary will be paid in accordance with the school district's salary payment schedule, less standard state and federal withholding taxes and authorized deductions.
11. Equipment. The Employee will be provided a Laptop computer with network capabilities to use for network and equipment troubleshooting and other school business. This computer is school property and the Employee should have no expectation of privacy in its use. The Board may but is not required to monitor use of this and all school property. This computer must be returned to the school district upon employment separation.
12. Insurance Benefits. The Employee will be provided the opportunity to receive Board provided insurance benefits (as may change from time to time), subject to insurance rules and laws, as set forth in the custodians' collective bargaining agreement.
13. Retirement. The Employee is eligible to participate in the Municipal Employee's Retirement Fund.
14. Miscellaneous. In addition to those terms and conditions set forth in this Appendix, the parties agree that the following provisions of the Collective Bargaining Agreement are also applicable to this employee: Article 2.4 – Dues; Article 2.5 – Classifications; Article 3.5 – Vacancies; Article 8.6 – Clothing; Article 9.1 – Discipline; Article 9.2 – Notices to the Union; Article 11.1 – Union Activities; Article 12 – Grievance Procedure; Article 13 – No Strike Provision; Article 15.1 – Management Rights Clause; Article 16.0 – Duration; and Appendix B – Wage Rates.

APPENDIX E

Salary and Benefits for Computer Systems Technician ("Employee")

1. Work Year. This is a twelve (12) month, a full-time position normally requiring forty (40) hours of work per week. The initial probationary period will consist of ninety (90) work days. Performance reviews will occur periodically during the probationary period.
2. Holidays. The Employee shall receive the following paid holidays: Independence Day, Labor Day, Columbus Day, Veteran's Day (Floater day), Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, President's Day, Good Friday and Memorial Day.
3. Vacation. If in the first year of employment, from the day the Employee commences work through June 30, the Employee will receive and accrue paid vacation at a rate of one-half (.5) days per month of completed employment service. In the second Fiscal Year (July 1 through June 30) during which the Employee is employed, he will receive two (2) weeks (10 days) of paid vacation. In the fifth Fiscal Year (July 1 through June 30) during which the Employee is employed, he will receive three (3) weeks (15 days) of paid vacation. In each of the sixth through tenth Fiscal Year during which the Employee is employed, he will receive three (3) weeks (15 days) of paid vacation each Fiscal Year. During the eleventh or more Fiscal Year during which the Employee is employed, he will receive four (4) weeks (20 days) of paid vacation each Fiscal Year. Notwithstanding the foregoing, in the last year of the Employee's employment, his paid vacation entitlement will be prorated if the employment separation does not coincide with the end of the Fiscal Year. Vacation may not be carried over from year to year. The Employee will not receive payment for any unused vacation time.
4. Sick Leave. The Employee will receive fifteen (15) days of paid sick leave plus any sick leave he or she has accumulated as of July 1, to a maximum aggregate accumulation of fifty (50) days. Sick leave will be provided on July 1 unless the Employee begins work after July 1 in which case sick leave will accrue at a rate of 1.25 days per month through June. Sick leave may be used for the Employee's own illness or injury (as long as Workers' Compensation does not apply). The Board reserves the right to reduce the amount of the Employee's accumulated sick leave for purposes of implementing a Long Term Disability Plan.
5. Personal Leave. The Employee is entitled to take up to three (3) paid personal days during the year to conduct personal business that can not be performed outside the work day. The Employee must submit a request for personal leave in writing to the Superintendent at least 48 hours prior to the time requested except in extenuating circumstances when the Superintendent may waive this requirement. Personal days may not be used to extend a vacation, summer recess, or holiday periods.

6. Bereavement Leave. The Employee is entitled to paid Bereavement Leave as follows:

- a. Up to five (5) days per death of a child, grandchild, parent, spouse, sibling or individual domiciled in the Employee's household.
- b. Up to three (3) days per death of a mother-in-law or father-in-law of the current marriage.
- c. Up to one (1) day per death of an aunt or uncle; sister-in-law, brother-in-law, daughter-in-law, or son-in-law of the current marriage; stepmother or stepfather; or grandparent.

The Employee may use available paid personal leave to extend Bereavement Leave. In extenuating circumstances, the Superintendent may grant unpaid leave if no personal leave is available.

7. Professional Leave. To acquire useful knowledge in the rapidly changing world of instructional technology, the Employee is encouraged to attend seminars and participate in professional training as recommended by the Superintendent or IT Director within the fiscal resources of the Board. The Employee may receive up to five (5) professional development days for attendance at such seminars, conferences, workshops or training, subject to both the IT Director and Superintendent's approval, for the purpose of advancing the Employee's knowledge and ability to perform his or her job for the school district. Additional days may be approved by the Superintendent in special circumstances. The Superintendent may authorize reimbursement for reasonable associated travel expenses that are properly documented. The budget expenditures to support Professional Leave of IT Specialists in the aggregate may not exceed \$1,000 per year.
8. Travel Mileage Reimbursement. When the Employee uses his or her own vehicle for travel within the district for school purposes and submits proper documentation, he or she is eligible for mileage reimbursement at the standard IRS rate.
9. Tuition Reimbursement. The Employee will be eligible for tuition reimbursement subject to the following conditions:

- a. The coursework must be at an accredited college or university, or software licensing institution and must be approved in advance by the Superintendent;
- b. In the Superintendent's opinion, the coursework would advance the Employee's knowledge and ability to perform his or her job for the school district;
- c. The reimbursement amount cannot exceed \$2,000 per the calendar year; and
- d. Funds have been appropriated in the Board's annual fiscal budget.

Application for tuition reimbursement must be made to the Superintendent at least two weeks in advance of the coursework. Upon completion of the approved coursework and submission of an official transcript and receipt showing the applicable tuition was paid, the Employee will receive reimbursement according to the following schedule:

<u>Grade</u>	<u>Reimbursement Amount</u>
Not Applicable	Full Tuition
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10. Salary. The salary will be paid in accordance with the school district's salary payment schedule, less standard state and federal withholding taxes and authorized deductions.
11. Equipment. The Employee will be provided a Laptop computer with network capabilities to use for network and equipment troubleshooting and other school business. This computer is school property and the Employee should have no expectation of privacy in its use. The Board may but is not required to monitor use of this and all school property. This computer must be returned to the school district upon employment separation.
12. Insurance Benefits. The Employee will be provided the opportunity to receive Board provided insurance benefits (as may change from time to time), subject to insurance rules and laws, as set forth in the custodians' collective bargaining agreement.
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