

OXFORD BOARD OF EDUCATION

AND

**AFSCME LOCAL 1303-245
CLASSIFIED STAFF
(PARAPROFESSIONALS)
LABOR AGREEMENT**

July 1, 2018 through June 30, 2021

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INTRODUCTORY CLAUSE

This Agreement made by and between the Oxford Board of Education and Local 1303-245 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 all non-certified employees working twenty hours or more per week, excluding clericals, custodial, maintenance, confidentials, and supervisors for the purpose of collective bargaining concerning hours, wages, and working conditions.

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.

For purposes of this Agreement, full time means working thirty two and one half (32.5) hours per week minimum, and working the full ten (10) month schedule as required for the specific position.

The work year shall equal the number of student school days in the approved calendar, plus two (2) professional learning days ("PLD"). Both PLD days shall be paid work days.

ARTICLE II – UNION SECURITY

- 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 Article I, Section 1.0. A regular part-time employee is defined as one who works 20 or more, but less than thirty two and one half (32.5) hours per week.

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.

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

Promotion 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. Vacancies and promotional positions shall be filled by the most qualified applicant as determined by the Superintendent; provided, however, that where two or more such employees are equally most qualified, seniority shall be the determining factor. If the most senior qualified candidate is not selected, the Union may request in writing from the Superintendent the reason or reasons that the individual was not selected.

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 1303-245.

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 ten working days. Newly created positions shall be posted and bid after a period no longer than forty five (45) days. Vacancies shall be filled by the most qualified applicant as determined by the Superintendent; provided, however, that where two or more such employees are equally most qualified, seniority shall be the determining factor. If the most senior qualified candidate is not selected, 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. "Vacancies" do not include an opening created by a transfer.

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 shall be determined by the Superintendent.

Transfers shall be filled according to the needs of the school system, provided where two or more employees are equally qualified and either could fulfill the needs of the school system, seniority shall be the determining factor.

No transfers shall occur without prior notice and without being afforded the opportunity to meet with the Superintendent to discuss the reason of transfer.

No transfer shall result in a reduction or loss of fringe benefits for the bargaining unit member being transferred. The term "transfer" does not apply to a layoff or a reduction in hours due to reduced needs of student(s) or the district re: an employee's existing position.

3.7 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 full time employee is subject to layoff, the least senior employee in the affected classification 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 for that position. 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 receive 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 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.

3.8 Job Abandonment

Any employee who is absent on a work day must provide a telephone call or written notice to the Superintendent's office on each such day for a single day absence or one time prior to a multiple day absence, prior to the commencement of the work day. Failure to provide the above-referenced initial notice or notice after three (3) consecutive workdays following noticed date of return 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. 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.

The Board and Union agree that in the absence of the teacher, substitute teachers should be employed to provide proper supervision and maintain the instructional program. However, in the event that qualified substitutes are unavailable and the school principal is unable to adjust the daily schedule without causing great disruption to the education program, classroom coverage by members of the bargaining unit is permitted.

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 By August 1, bargaining unit employees shall be notified of their position and hours that they are assigned for the school year.

ARTICLE V – HOLIDAYS

5.1 Holiday Eligibility – School Year Employees

In order to be eligible for eleven (11) paid holidays, an employee must work a minimum of 182 days per year and 20 hours per week and must work his/her regularly scheduled work day prior to, and the first regularly scheduled work day subsequent to, the holiday; provided however these requirements may be waived at the discretion of the Superintendent due to extenuating circumstances. 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

In the event a holiday falls on a scheduled school day a substitute day will be designated by the

administration to replace it.

ARTICLE VI – LEAVES OF ABSENCE

6.1 Sick Leave

Sick leave shall be granted annually, cumulative to 165 days as follows to all employees who work 182 or more days per school year and 20 hours or more per week. Days worked per school year:

180 - 190	12 days
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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.

For employees hired on or after July 1, 2007, sick leave shall be cumulative to ninety (90) days maximum.

By October 1st of each year, the Superintendent will provide each paraprofessional with individual notice of his/her accumulated sick leave.

- 6.1a. Purpose – To provide members with additional leave when such members have exhausted sick leave due to their personal catastrophic illness or injury or combination thereof, and have provided competent medical certification of said catastrophic illness or injury or combination thereof.
2. Process for activating the sick leave bank - A member fitting the criteria set forth above may request that the Superintendent/Local 1303-245 activate the sick leave bank.
3. The bank shall be administered by the Superintendent or his/her designee and a Local 1303-245 representative.
4. Upon receipt of a request from a member to activate the sick leave bank, the Superintendent and the designated Local 1303-245 representative shall use the following criteria to determine the eligibility of a member to receive donations and to determine the number of days to be donated.
 - (a) A paraprofessional must have a catastrophic illness or injury or combination thereof and must provide timely and competent medical certification of the catastrophic illness or injury or combination thereof.
 - (b) A paraprofessional must have exhausted all accumulated sick leave.

- (c) A paraprofessional shall not be entitled to any other paid leave, remuneration from disability payments, workers' compensation, and/or other such benefits.
- 5. If the Superintendent and the Local 1303-245 representative have agreed to activate the sick leave bank, donations will be accepted by the Board on a first come, first serve basis until the number of days donated to the eligible member totals sixty (60) days. Paraprofessionals who donate paid days to the eligible member shall have the days deducted from their total accumulated sick leave. Once donated, the days shall no longer be available to the paraprofessional who donated them. Donations shall be voluntary. Once donated, the donated days do not revert to the donating paraprofessional. Paraprofessionals may not donate if such donations reduces his/her available sick days to fewer than 15 days.
- 6. Once donations have been accepted in compliance with Section 5 above, the Superintendent and the Local 1303-245 representative may issue a grant of days from the sick leave bank of no more than sixty (60) days to any individual paraprofessional. In the event of disagreement between the Superintendent and the Local 1303-245 representative regarding eligibility or the number of days to be granted, there shall be no grant of sick leave days from the bank.
- 7. The aggregate number of days that may be donated in any school year shall be a maximum of ninety (90) days.
- 8. The decisions of the Superintendent and the Local 1303-245 representative shall be final and binding and not be subject to the grievance procedure or arbitration.
- 9. The Superintendent shall notify the Board if the sick leave bank has been activated, including information regarding the number of days that has been allocated from the bank.

6.2 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:

ACCUMULATED	COMPENSATED FOR
120 days	25 days
100-119 days	20 days
80- 99 days	16 days
under 80 days	0 days

6.3 Personal Leave

Classified staff working 182 days or more per year and 20 hours or more per week 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 of child by wife, 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.

6.4 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 182 days or more and 20 hours or more per week 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.

6.5 Perfect Attendance Bonus

For employees working 182 days, one bonus can be earned every 91 school days up to a total of two each school year. A bonus is the equivalent of an individual's per diem pay. The bonus will be paid twice yearly, during the month following closure of the six month period.

6.6 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 in accordance with law, C.G.S. § 51-247.

ARTICLE VII – WAGES AND BENEFITS

7.1 Wages

The wage schedule is provided in Appendix A and incorporated herein by reference. Appendix A is attached as part of this Agreement, and provides a 2.5% general wage increase effective and retroactive to July 1, 2018 for members on the payroll on that date and still on the payroll; a 2.5% increase effective July 1, 2019; and a 2.5% increase effective July 1, 2020.

Employees not at the maximum rate for their position shall advance one step annually; provided however that for employees hired on or after July 1, 2003, the steps set forth in Appendix A shall apply as follows:

- Step 1: Employees in their first through second years on the job;
- Step 2: Employees in their third through fourth year on the job;
- Step 3: Employees in their fifth through sixth year on the job;
- Step 4: Employees in their seventh through eighth year on the job;
- Step 5: Employees with more than nine years on the job

Such newly hired employees qualifying for advancement to a new step shall receive the advancement on the second, fourth, sixth and eighth 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.

All paraprofessionals, after completing the probationary period and starting with the first pay day after the opening day of school, have the option of being paid over twenty-two (22) paychecks or twenty-six (26) paychecks. All monitors and paraprofessionals not meeting the requirements above will be paid in arrears starting with the second payroll of the year.

7.2 Special Needs Paraprofessional

The parties agree that the position of Special Needs Paraprofessional is a higher paid classification. The hourly rate for Special Needs Paraprofessionals shall be 12.5% higher than Paraprofessionals on the same experience Step. Whenever a paraprofessional is assigned to work with a student whose Individual Education Plan ("IEP") or Section 504 Plan routinely requires one or more of the services listed on Appendix B, "Examples of Health Care Activities Which May Be Permitted By Law", as amended, they are entitled to Special Needs Paraprofessional Compensation.

All job postings for the position of Special Needs Paraprofessional shall specify the anticipated number of hours of work, including the possibility of changes in the duration and hours of work of the assignment.

All terms and conditions of the collective Bargaining Agreement shall apply to this bargaining unit position except as modified herein.

Bargaining unit members who were employed prior to July 1, 1994, and who are not employed in the position of Special Needs Paraprofessional shall not be required to perform the duties of the Special Needs Paraprofessional except during temporary emergency situations after the Principal has attempted to utilize other qualified and available personnel in the school. Bargaining unit members who are employed on or after July 1, 1994, and who are not Special Needs Paraprofessionals shall only be required to perform the duties of a Special Needs Paraprofessional as needed.

Employees who perform special needs paraprofessional work in excess of one hour in any day shall be paid the rate of pay of the special needs paraprofessional at the same experience step (e.g., Step 3 to Step 3) for the period of time worked as a special needs paraprofessional.

7.3 Employee Benefits

- A. Non-probationary employees who work a minimum of twenty (20) hours per week and 182 days per year are eligible for Oxford Medical and Cigna Dental coverage.

Classified employees working twenty (20) hours or more per week but less than thirty two and one half (32.5) hours per week will receive benefits as provided in § 8.3 D.

- B. The Board will continue a Section 125 Plan to facilitate tax deductibility of premium co-payments.
- C. Effective and retroactive to July 1, 2018, the Board of Education shall pay eighty-one percent (81%) of the health insurance premiums on the following;
- Effective July 1, 2019, the Board of Education shall pay eighty percent (80%) of the health insurance premiums on the following;
- Effective July 1, 2020, the Board of Education shall pay seventy-nine percent (79%) of the health insurance premiums on the following:
1. Group Health Insurance shall be provided pursuant to Appendix C, re: SPP 2.0.
 2. Full service dental with Rider A.
 3. The employee shall be responsible for payment of the remaining health insurance premiums. 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.
- D. The Board shall contribute to the cost of insurance listed above, for the employee and family, for employees who are employed less than full-time. The Board's contribution towards the cost of insurance shall be equivalent to the amount of time the employee works on a weekly basis (e.g., one-half time employee one-half of the cost of the insurances, etc.). Effective and retroactive to July 1, 2018 the Board shall provide for less than full-time employees, eighty-one percent (81%) of the pro-rata premiums set forth in the preceding sentence (e.g., one-half time employee-Board pays eighty-one percent (81%) of one-half of the cost of the insurances). Effective July 1, 2019 and 2020 said percentages shall change to eighty percent (80%) and seventy-nine percent (79%), respectively. If the employee fails to elect payroll deduction for insurances, the employee shall have waived his/her right to be covered by the insurances listed above.
- E. 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 when the old and new plans are compared as a whole.
- F. 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.

Payment for insurance waiver for less than full-time employees shall be made by the Board in the same proportion as it pays insurance for said employee as set forth in Section D; e.g., one-half time employee, \$1,250 waiver; four-fifths time employee, \$2,000 waiver.

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

- G. 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 PPO 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.

7.4 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.

7.5 Pension

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

7.6 Longevity

Employees working at least 32.5 hours per week for 182 days per year will receive longevity payments as follows:

Service	Amount
10 to 14 years	\$250
15 to 19 years	\$315
20+ years	\$380

Employees working less than thirty two and one half (32.5) hours per week will receive longevity payments on a pro-rata basis.

Service	Amount
20 to 24 hours: 10 to 14 years	\$150
15 to 19 years	\$185
20+ years	\$220
25 to 29 hours: 10 to 14 years	\$185
15 to 19 years	\$230
20+ years	\$275

Service	Amount
30 to 34 hours: 10 to 14 years	\$200
15 to 19 years	\$250
20+ years	\$300

The longevity benefit shall not be available to employees hired on or after 7/1/18.

ARTICLE VIII – MISCELLANEOUS

8.1 Tuition Reimbursement

Classified employees who work at least 30 hours per week for 180 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:

GRADE	REIMBURSEMENT
A or B	Full Tuition
C	50% Tuition
D, F, or Incomplete	No Reimbursement

No reimbursement shall exceed a maximum of \$1,500 total per person, per contract year.

8.2 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.

8.3 Disciplinary Action

All disciplinary action shall be for just cause.

ARTICLE IX – UNION ACTIVITIES

9.1 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 X – GRIEVANCE PROCEDURE

10.1 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 employees.

10.2 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.

10.3 Procedure

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

1. 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 five (5) working days of receipt of the written grievance.

2. 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 five (5) working days of the receipt of the answer at Step One.

Within five (5) 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 five (5) working days of said meeting.

3. 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 five (5) working days of said meeting.

4. Step 4 - Binding Arbitration

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

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

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

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

10.5 Time Limits

Time limits in the grievance procedure or arbitration may be extended by mutual agreement. Failure by the bargaining unit President to appeal a grievance to the next level within the specified time limit shall be deemed to be acceptance of the decision rendered at that level.

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

ARTICLE XI – NO STRIKE PROVISION

- 11.1 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 XII – MANAGEMENT RIGHTS CLAUSE

- 12.1 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 XIII – DURATION

- 13.1 This Agreement shall remain in full force and effect from July 1, 2018 through June 30, 2021. Negotiations for a successor agreement shall commence as provided for in the Municipal Employee Relations Act, as amended from time to time.

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

OXFORD BOARD OF EDUCATION

LOCAL 1303-245 OF
COUNCIL #4 AFSCME, AFL-CIO



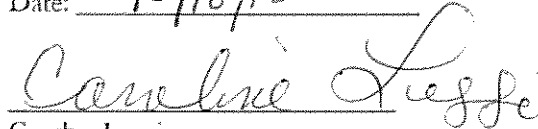
Susan O'Brien,
Chairman

Date: 10/11/18



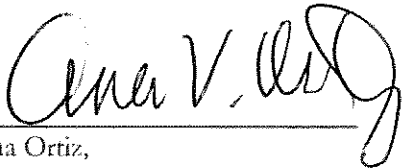
Judy McGinnis,
Union Co-President

Date: 10/10/18



caroline Carolyn Leggio
CL Union Co-President

Date: 10/10/18



Ana Ortiz,
Superintendent

Date: 10/17/18



Norris Person, Staff Representative
AFSCME Council 4 AFL-CIO

Date: 10-9-18

**APPENDIX A
Wage Scale**

As of July 1, 2018

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Monitor/ Assistant	\$14.67	\$15.92	\$17.34	\$18.70	\$20.06
Paraprofessional	\$16.62	\$18.11	\$19.61	\$21.07	\$22.64

As of July 1, 2019

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Monitor/ Assistant	\$15.04	\$16.32	\$17.77	\$19.17	\$20.56
Paraprofessional	\$17.04	\$18.56	\$20.10	\$21.60	\$23.21

As of July 1, 2020

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Monitor/ Assistant	\$15.41	\$16.73	\$18.22	\$19.65	\$21.08
Paraprofessional	\$17.46	\$19.03	\$20.60	\$22.14	\$23.79

APPENDIX B

Special Needs Paraprofessional Job Description
OXFORD SCHOOL DISTRICT

POSITION SPECIFICATION

POSITION TITLE: Special Needs Paraprofessional

REPORTS TO: Teacher/Administration

SUPERVISES:

PRIMARY FUNCTION: To help the teacher accomplish teaching objectives by meeting the special needs of students or small groups to help achieve appropriate skill levels. Assists the teacher to provide a well organized, smoothly functioning class environment.

JOB GOALS:

ESSENTIAL PERFORMANCE RESPONSIBILITIES

CLASSROOM RESPONSIBILITIES:

Assists students with individual, special needs including but not limited to personal hygiene needs, toileting, and any other care permitted by law.

Assists the teacher in providing instruction to the children, by reinforcing material or skills based on an understanding of individual student needs, interests, and abilities.

Helps student(s) master equipment and instructional materials assigned by the teacher.

Distributes and collects workbooks, papers, and other materials for instruction.

Administers, scores, and records such achievement and diagnostic tests as the teacher recommends for individual student(s).

Keeps bulletin boards and other classroom learning displays up to date.

Reads to student(s), listens to student(s) read, and participates in other forms of oral communication with student(s).

Checks notebooks, corrects papers, and supervises testing and make-up work, as assigned by the teacher.

Alert the teacher to any problem or special information about an individual student.

Serves as the chief source of information and help to any substitute teacher assigned in the absence of the regular teacher.

Maintains the same high level of ethical behavior and confidentiality of information about students as is expected of fully certified teachers.

Assists the teacher in maintaining assigned student(s) discipline.

GENERAL RESPONSIBILITIES:

Operates and cares for specialized equipment used by student(s) as permitted by law.

Operates and cares for equipment used in the classroom for instructional purposes.

Assists with the supervision of student(s) during emergency drills, assemblies, play periods, field trips, in the cafeteria, hallways, and bus duties.

Operates and cares for equipment in the classroom to include duplication of materials.

Escorts student(s) to areas of special instruction; i.e., library, gym, etc.

Performs other duties as required to maintain the efficient operation of the school.

KNOWLEDGE, SKILLS & ABILITIES:

Ability to work harmoniously with students, teachers and others.

Working knowledge of office practices, cafeteria procedures and non-instructional student activities.

Any training required by the Administration shall be provided on-site by the school nurse.

QUALIFICATIONS:

Graduation from high school, plus Nurse's Aide training or appropriate experience.

Emphasis on a four year college degree with teacher certification with some related experience.

Specialized training or certification as required by administration and/or the State of Connecticut.

EXAMPLES OF HEALTH CARE ACTIVITIES WHICH MAY BE PERMITTED BY LAW

ACTIVITY NUMBER	ACTIVITY NAME	PAGE NUMBER
4	Oral Hygiene, Finger Nail Care, Hair Care and Skin Care	100
10	Use of Cool Applications	109
12	Feed Student (Orally)	112
36	Care of Incontinent Student	146
38	Bowel and Bladder Training Programs	148
44	Assisted Ambulation: Crutches, Walker, Cane	156
45	Positioning	157
46	Transfers	158
48	Assist with Clothing	161
49	Braces (Orthoses) and Protheses (donning, doffing, weaning into)	162
52	Maintenance and Care of Equipment	165

(Amended, 2016)

APPENDIX C
Medical Benefits

Effective no later than July 1, 2018, 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, 2018, 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
MEMORANDUM OF UNDERSTANDING

The current Memorandum of Understanding relating to sick leave bank, early dismissal, job descriptions and travel reimbursement shall continue, but shall be applied at the discretion of the Superintendent.

