

**AFSCME LOCAL 1303-230
CUSTODIAL STAFF
LABOR AGREEMENT**

July 1, 2015 through June 30, 2018

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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 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 present employees in the collective bargaining unit who are members on the effective date of this Agreement but who hereafter cease to be Union members shall, for so long as they remain nonmembers, as a condition of employment, pay to the Union a service fee equivalent to the dues uniformly required of its members. All new employees shall, upon the signing of this Agreement, and on the next bi-weekly pay period subsequent to the date of hire, either become members of the Union or refrain from joining the Union; and so long as they remain non-members, as a condition of employment, pay to the Union a service fee equivalent to the dues uniformly required of members. Employees shall, as a condition of employment, execute in writing, a deduction authorization for the limited purpose of authorizing the Board to deduct from their wages such dues, service fees, and initiation fees fixed and certified in writing by the Union, which shall be payable by employee. The Union shall save the Board harmless from any and all claims, demands, suits, or judgments arising from the implementation of this section.

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 2.1.

2.3 Order or Responsibility

All bargaining unit employees shall receive direction from their Lead Custodian, subject to all employees being directly responsible to their Building Principal, who will supervise all their activities and such other individuals designated by the Superintendent of Schools.

2.4 Dues Deduction

The Employer agrees to deduct monthly dues, as certified by the Secretary of the Union, from the wages of all employees covered by this Agreement. The Union shall save the Board harmless from any and all claims, demands, suits, or judgments arising from the implementation of this section. The dues and fees deduction from each bi-weekly payroll will be remitted to the Council 4 office, along with an itemized list of employees showing the amount of dues deducted, addresses, and social security numbers of said employees.

2.5 Classifications

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

Custodian	Maintainer*	Pool Operator
Lead Custodian	Skilled Mechanic*	Mechanical Assistant*
Warehouse Person*		

* = District-Wide Employee

2.6 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 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 shall not be entitled to insurance coverage, sick leave, or personal leave. Probationary employees hired after January 1, 1998, shall not be entitled to accumulate days towards Perfect Attendance as provided in Section 7.6 until they have completed 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, Warehouse Person*, Maintainer*, Skilled Mechanic*, Pool Operator, Mechanical Assistant*. 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 2.5 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 employees 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 three (3) schools. This position shall be a forty (40) hour position Tuesday through Friday from 3:00 PM to 11:00 PM, and Saturday from 9:00 AM to 5:00 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. Until June 30, 2016, the rate is \$17.68 per hour. As of July 1, 2016 it will increase by 2.5% (to \$18.12) and as of July 1, 2017 it will increase by 2.5% (to \$18.58).

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.

All overtime shall be distributed by the Superintendent 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 business manager 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.

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

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

An employee's anniversary date of hire shall be the basis for determining the level of vacation benefits and the date on which an employee is granted his or her vacation time. For example, upon completing five (5) years of service (the fifth anniversary from date of hire), the employee shall be granted three weeks of vacation. The three weeks of vacation granted on the fifth anniversary date must be used by the sixth anniversary date. This procedure will continue for the sixth, seventh, eighth, and ninth years of service. Upon completing ten years of service (the tenth anniversary from the date of hire), the employee shall be granted four weeks of vacation. This procedure will continue each year until the fifteenth anniversary date, when the employee shall be granted five weeks of vacation per 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 business manager. Should there be any conflict over vacation schedule requests, seniority shall govern,

* 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.

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.

The union 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

Custodians working 25 hours or more per week will be allowed two (2) personal days each year, with pay. Personal days may be taken only for the following reasons:

1. Legal or financial situation 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 severe illness 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 major religious holidays.
7. Other specified and approved personal business that cannot be transacted outside of work hours.

Effective July 1, 2000, the personal leave time increases from two to three days; however, the additional day may only be used for family illness (spouse or child).

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 Perfect Attendance

Custodial personnel will be granted leave with pay for perfect attendance under the following conditions: Each calendar quarter of perfect attendance shall earn an employee one (1) day vacation to be taken within 12 months from the time earned. Calendar quarters shall begin July 1, October 1, January 1, and April 1. Any employee who has four (4) consecutive quarters of perfect attendance shall receive one (1) additional day vacation to be taken within twelve (12) months from the time earned. Perfect attendance days may only be taken during District Calendar recess and summer periods, and subject to the rules of vacation days for ending and beginning of school.

Lost time during an employee's normal work day shall constitute a break in the continuity of perfect attendance unless such time off falls into one or more of the following categories: Earned Vacation; Perfect Attendance Leave; Approved Personal Leave; Holidays.

7.7 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. Such absence shall be charged to sick leave after three (3) months of disability for the difference between the regular rate of pay and the workers compensation payments, not to exceed one-half (2) accumulated sick leave at the time of disability.

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, 2015	2.5%
July 1, 2016	2.5%
July 1, 2017	2.5%

New employees shall be paid \$1.50 per hour below the contractual rate of pay for the first ninety (90) calendar days of employment. Between the ninety-first (91) 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.

8.2 Longevity

A longevity payment shall be made to each employee 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 a High Deductible Healthcare Plan (HDHP) with a Health Savings Account (HSA) feature. The deductibles will be \$2,000 individual and \$4,000 for two-person or family. The plan will have a prescription co-pay. A copy of the Plan summary is attached as Appendix C. The Board will pay fifty percent (50%) of the deductible. This plan replaces all previous group health plans as soon as possible after signing.
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 eighty-four percent (84%) of the health insurance premiums on the above benefits. The employee shall be responsible for payment of the remaining sixteen percent (16%). Effective July 1, 2016, the Board shall pay eighty-three percent (83%) of the health insurance premiums on the above benefits. The employee shall be responsible for payment of the remaining seventeen percent (17%) Effective July 1, 2017, the Board shall pay eighty-two percent (82%) of the health insurance premiums on the above benefits. The employee shall be responsible for payment of the remaining eighteen percent (18%). The Board shall pay eighty-five percent (85%) of the health insurance premiums on the above benefits and the employee shall be responsible for payment of the remaining fifteen percent (15%) from July 1, 2015 until the new contract is signed in 2016. 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 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.

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.

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.

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 B 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 B 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 (ARBITRATION) 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 most 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 Municipal Employees Retirement Fund, and are entitled to pension benefits according to the 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.

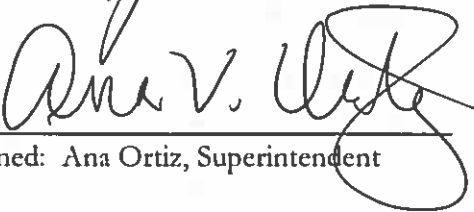
ARTICLE XVI - DURATION

- 16.0 This Agreement shall remain in full force and effect from July 1, 2015 through June 30, 2018.


Negotiations for a successor agreement shall commence no later than January 15, 2018.

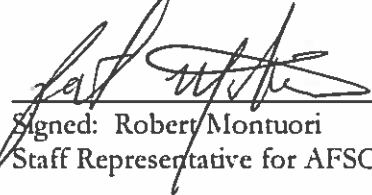
FOR THE OXFORD BOARD
OF EDUCATION


Signed: Amy Cote, Chairwoman


Signed: Ana Ortiz, 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 |

GREAT OAK 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.

* Grandfather Clause: The Lead Custodian will hereafter have the daytime hourly shift. The current Lead Custodian at Quaker Farms School will be grandfathered into her current second shift hours.

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**

	<u>Increase</u>	<u>Day Custodian</u>	<u>Night Custodian*</u>	<u>Day Shift</u>	<u>Lead Custodian** Night Shift*</u>
<u>2015-2016</u>	2.50%	\$24.70	\$26.19	\$25.73	\$27.21
<u>2016-2017</u>	2.50%	\$25.32	\$26.84	\$26.37	\$27.89
<u>2017-2018</u>	2.50%	\$25.95	\$27.51	\$27.03	\$28.59

* 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.

The 2015-16 salary increase is retroactive to July 1, 2015.

APPENDIX C
(Effective upon signing, 2016)



Lumenos HSA Plan Summary

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

Your Lumenos HSA Plan

First - Use your HSA to pay for covered services:

Health Savings Account

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

Contributions to Your HSA

For 2016, contributions can be made to your HSA up to the following:
\$3,350 individual coverage
\$6,750 family coverage

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

Plus - To help you stay healthy, use:

Preventive Care

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

Preventive Care

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

Then -

Your Bridge Responsibility

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

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

Health Account + Bridge = Deductible

Bridge

Your Bridge responsibility will vary.

Annual Deductible Responsibility

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

If Needed -

Traditional Health Coverage

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

Traditional Health Coverage

After your bridge, the plan pays:

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

Additional Protection

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

Annual Out-of-Pocket Maximum

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

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

And even -

Earn Rewards

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

Earn Rewards

If you do this:

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

You can earn:

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

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

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

Oxford

Healthy Rewards

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

- Future Moms:** Individualized obstetric support for expectant high-risk and non-high-risk mothers. Members can earn up to a \$200 Future Mom's incentive. This includes three milestones: \$100 initial enrollment, \$50 interim, and \$50 postpartum; timing and rules apply.
- Healthy Lifestyles Online:** Each adult family member can earn up to \$150 each year. Members earn a \$50 incentive at each 3,000, 5,000 and 10,000 point milestone. Your employees can quickly achieve their first milestone of 3,000 points by completing the Well-Being Assessment and setting up their Well-Being Plan.
- Enroll in ConditionCare:** (Incentive \$100) Disease management for prevalent, high-cost conditions (asthma, diabetes, chronic obstructive pulmonary disease, coronary artery disease and heart failure). Each family member can get one incentive per year. In the first year and later years, members must stay qualified to enroll and earn incentives. Members who have more than one health problem will enroll in one combined program — not separate ones for each condition.
- Graduate from ConditionCare:** (Incentive \$200) There's no limit to the number of family members that can graduate and earn the incentive. Each family member can earn one credit per year. In the first year and later years, members must stay qualified to enroll, graduate and earn incentives. Members who have more than one health problem will graduate from one combined program — not separate ones for each condition.

Summary of Covered Services

Preventive Care

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

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

The following is a list of covered preventive care services:

Well Baby and Well Child Preventive Care

Office Visits through age 18; including preventive vision exams

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

Immunizations:

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

Adult Preventive Care

Office Visits after age 18; including preventive vision exams.

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

Immunizations:

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

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

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Lumenos HSA Plan Summary

Summary of Covered Services (Continued)

Medical Care

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

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

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

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

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

Prescription Drugs – copay after deductible (when purchased from a network pharmacy*)

Retail (30 day supply)	Mail Order (90 day supply)
\$5 Tier 1 copayment	\$10 Tier 1 copayment
\$35 Tier 2 copayment	\$70 Tier 2 copayment
\$45 Tier 3 copayment	\$90 Tier 3 copayment

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

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

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