

2024-2027

AGREEMENT

Between

CALHOUN INTERMEDIATE SCHOOL DISTRICT BOARD OF EDUCATION

and

**CISD CUSTODIANS CHAPTER, LOCAL 331.02, AFSCME MICHIGAN, AMERICAN
FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO**

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AGREEMENT

This Agreement entered into on this day of June between the Calhoun Intermediate School District Board of Education (hereinafter referred to as the "EMPLOYER") and Calhoun Intermediate School District Custodians Chapter of Local #331.02, affiliated with, AFSCME MICHIGAN, AFL-CIO (hereinafter referred to as the "UNION").

ARTICLE 1

PURPOSE AND INTENT

The general purpose of this agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the union.

The Employer and the Union agree to abide by the terms and provisions set forth herein for the duration of this agreement.

ARTICLE 2

RECOGNITION

Section 1

Pursuant to and in accordance with all applicable provisions of the Public Employment Relations Act, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining for the term of this Agreement for all Employees of the Employer included in the bargaining unit described below:

- A. All full-time and regularly scheduled part-time custodians employed by the Calhoun Intermediate School District Board of Education.
- B. Excluding all employee positions not specifically named in paragraph A.

Section 2

Temporary employees are those who fill a regular bargaining unit position while the regular employee is on an approved leave of absence of 20 days or longer.

Temporary employees' coverage under this Agreement is limited as follows:

- a. From initial day of employment as a temporary employee, coverage is limited to applicable sections dealing with wages, holiday pay, and sick leave.
- b. After sixty continuous calendar days of temporary employment, they will have access to the use of the first three steps of the Grievance Procedure, and the provision of Article 12 - Vacancies - will apply.
- c. After ten continuous calendar months of temporary employment, they will be covered by all provisions of this Agreement.
- d. At any time a temporary employee becomes a regular employee, he/she shall have seniority from most recent date of hire.

ARTICLE 3

MANAGEMENT RIGHTS

The union recognizes that, except as specifically limited or abrogated by the terms and provisions of this agreement, all rights to manage, direct and supervise the operations of the Employer and the employees are vested solely and exclusively in the Employer.

ARTICLE 4

UNION RIGHTS AND REPRESENTATION

Section A - Union Presentation

During planned orientation of new employees, the Union shall be given an opportunity to introduce (or have introduced) one of its Local Representatives who may speak briefly to describe the Union's office location, participation in negotiations and general interest in representing employees. Where no orientation is scheduled for new employees upon entry to the bargaining unit, an equivalent opportunity shall be afforded the Union to address new employees. One Local representative shall be released from work to attend the orientation for Union presentation. One (1) Employer representative may attend said presentation as an observer, but shall not participate in and/or interfere with the Union presentation. No partisan political material, not materials ridiculing individuals by name or obvious direct reference, and no material defamatory to the Employer or the Union shall be presented in the Union presentation. Violation of this prohibition shall be cause for revocation fo this right by the Employer.

Section B - Union Rights

The employees covered by this agreement will be represented by one steward to be selected by the Union. The Union may designate an alternate steward who will represent employees only in the absence of a regular steward. The union will notify the Employer of the names of the steward and designated alternate.

ARTICLE 5

SPECIAL MEETINGS

Special meetings between the union and the Employer may be called by mutual agreement for the purpose of discussing important matters. Normally, the arrangements for the special meetings will be made between the Chapter Steward and the Superintendent or designate. Such arrangements will include an agenda, and a specified time and place for the meeting, and the names of the persons to be invited. If there is an agreement to hold the meeting during regular working hours, employees participating shall not suffer a loss of pay for the time spent in attending the meeting.

ARTICLE 6

GRIEVANCE PROCEDURE

Section 1

Grievance shall be defined as any dispute regarding the meaning, interpretation, or application of the terms and provisions of this agreement. Employees are encouraged to seek informal resolution of their grievances prior to use of the procedure outlined in this Article.

Section 2

Step 1

An employee having a grievance shall present it in writing within three (3) working days of the occurrence.

- a. To the immediate supervisor in person.
- b. The supervisor shall sign and date the grievance and return a copy to the employee.
- c. The supervisor may discuss the grievance with the employee. The union will be notified and may have a representative present.
- d. The immediate supervisor shall answer the grievance in writing within three (3) working days following receipt and provide the union with a copy.

Section 3

Step 2

If the grievance remains unsettled following implementation of Step 1, it may be presented in writing to the Superintendent of The Calhoun Intermediate School District or a designated representative within seven (7) working days after the Step 1 response is due.

- a. The Superintendent or designated representative shall sign, date, and return to the employee a copy of the grievance submitted.
- b. The Superintendent or designated representative may discuss the grievance with the employee. The union will be notified and may have a representative present.

- c. The Superintendent or his representative shall respond in writing to the employee within five (5) working days following receipt of the grievance and provide the union with a copy.

Section 4

Step 3

If the grievance remains unsettled following implementation of Step 2, it may be submitted in writing to the Michigan Employment Relations Commission (“MERC”) with a copy to the Superintendent, for non-binding mediation within seven (7) working days after the Step 2 response is due.

If satisfactory resolution is achieved through mediation the resolution shall be final and binding upon the parties. If no satisfactory resolution can be reached, each side will terminate mediation through written notification to the other party. Any resolution of the grievance at this step will be reduced to writing.

Section 5

If the grievance remains unsettled following implementation of Step 3, the union may initiate arbitration by serving a written demand for arbitration upon the Employer within ten (10) working days after the mediation meeting. Authorized representatives of the union and Employer shall within the next ten (10) working days attempt to mutually agree upon the identity of an arbitrator to hear the dispute. Absent mutual agreement within this period, the union shall within five (5) days thereafter submit a written demand for arbitration to the American Arbitration Association (with a copy to the Employer) requesting that the American Arbitration Association act as administrator of the proceedings.

The fees and expenses of the arbitrator shall be shared equally by the Employer and the union. The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement.

The powers of the Arbitrator are subject to the following limitations:

- (1) He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement. His/her power shall be limited to determining the rights of the parties under this Agreement.

(2) He/she shall have no power to establish salary scales or to change any salary, but may correct salary errors.

(3) He/she shall have no power to rule upon the termination of services of or failure to re-employ any probationary employee.

(4) He/she shall have no power to change any practice, policy, or rule of the Board nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board provided that the same are not in conflict with the express provisions of this Agreement.

(5) He/she shall have no power to decide claims for which there is another remedial procedure or forum established by law or by regulation having the force of law.

(6) He/she shall have no power to rule upon the content of an employee evaluation. However, matters involving alleged violations of evaluation procedure shall be subject to arbitration.

(7) He/she shall have no power to rule upon any contract provision which is contrary to state or federal law, and any such provision shall be deemed null and void.

Section 6

Should a grievance fail to be instituted or appealed within the time limit set forth in this Article, it shall be deemed withdrawn and shall not be reintroduced. Should a Grievant voluntarily terminate his employment while a grievance is in process, it shall be deemed withdrawn and no further proceedings instituted.

Section 7

Written submission of a grievance must contain the following information:

- a. A statement of the facts on which the grievance is based.
- b. The time of occurrence.
- c. The specific section(s) of the contract which allegedly has been violated.

- d. Signed by the employee filing the grievance.
- e. The relief or remedy requested.
- f. If at Step 2 or 3, must have attached copies of grievance as submitted at previous steps and responses.

Section 8

Stewards or other union representatives present at the grievance hearing at any step will not lose time or pay as result of representing employees in grievance matters providing advance approval from their immediate supervisor is obtained for the time off required.

ARTICLE 7

DISCHARGE AND DISCIPLINARY ACTION

Section 1

The Employer will provide a discharged employee and the union notice of discharge with reasons therefore in writing at, or prior to, the time of discharge.

Section 2

If requested, the Employer will discuss the reasons for discharge with the discharged employee. The union will be notified and may have a representative present.

Section 3

Except for Employees on probation, should an employee believe he/she has been discharged or disciplined without just cause he/she may submit a grievance at the Step 2 level.

Section 4

This Article is subject to Article 10, Section 2.

ARTICLE 8

COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned.

ARTICLE 9

VETERANS, REINSTATEMENT OF

The re-employment rights of veterans will be in accordance with all applicable laws and regulations.

ARTICLE 10

SENIORITY

Section 1

Seniority is an employee's length of continuous service with the Calhoun Intermediate School District. It shall not be affected by the age, race, sex, marital status, membership or non-membership in the Union, or dependents of the employee.

Section 2

All new employees shall be probationary employees for the first sixty (60) calendar days of employment. During the probationary period, the employee shall have no seniority status, and may be laid off or have employment terminated at the sole discretion of the Employer.

Section 3

Upon satisfactory completion of the probationary period, the employee's name shall be entered on the Seniority List as of the most recent date of hire.

Section 4

Seniority shall be by classification. The recognized seniority classifications are:

1. Lead Custodian/Maintenance.
2. Custodian.

Section 5

Employees shall lose seniority for any one or more of the following reasons:

- (a) Quitting.
- (b) Discharge by the Employer.
- (c) Failure to return to work when recalled from lay-off or leave of absence. Failure to return within five (5) consecutive working days following receipt of notification by certified mail shall be considered failure to return from layoff or leave of absence.
- (d) Layoff for twelve (12) or more consecutive months.
- (e) Accepting assignment with the Employer to a position outside the bargaining unit, after holding that position for sixty (60) calendar days.

ARTICLE 11

LAYOFF AND RECALL

Section 1

When it becomes necessary to lay-off bargaining unit members, those not on a seniority list shall be laid off first, and then bargaining unit members shall be laid off in inverse order of their seniority within the affected classification. Provided, that those bargaining unit members not laid off following this procedure are, in the opinion of the Employer, qualified to perform the work of the laid-off bargaining unit members.

Employees to be laid off will be given at least five (5) working days advance notice of the lay off. This notice will be in writing and the union will be furnished a copy.

Section 2

For purposes of lay off only, a bargaining unit member may bump into another classification covered by this agreement to which they are not currently assigned at the time of lay off if all of the following conditions are met:

- a. The bargaining unit member has greater seniority than the employee to be bumped.
- b. The bargaining unit member is presently qualified to perform work in the other classification.
- c. No bump is possible within the bargaining unit member's assigned classification at the time of lay off.
- d. A bargaining unit member bumping into another classification, as outlined above, shall be subject to a thirty (30) work day probationary period in that classification. If the Employer determines that that the work performance of the employee is not acceptable in said other classification, the bargaining unit member shall be returned to lay off status but shall not forfeit rights to recall in their previously assigned classification. Return to layoff status under this provision shall be at the sole discretion of the Employer.

Section 3

In recalling bargaining unit members following a lay-off, employees will be recalled in order of seniority within their respective classifications with the most senior bargaining unit member being called first. If a bargaining unit member fails to report for work within five (5) working day following the date of mailing the notice of recall, he shall be considered to have voluntarily quit and shall be removed from the seniority list. Exceptions may be made if, in the opinion of the Employer, circumstances warrant. The union will be provided with copies of all notices of recall.

Section 4

A laid off bargaining unit member may be recalled to a classification other than the classification from which they were laid off if all of the following are met:

- a. The bargaining unit member is presently qualified to work in the classification to which recall is sought and there are no laid off employees in that classification eligible for recall.
- b. There is no available vacant assignment in the classification from which the bargaining unit member was originally laid off for which the bargaining unit member is qualified and possesses sufficient seniority.
- c. In the event that a bargaining unit member is recalled to a classification different than the classification to which they were assigned at the time of lay off, the bargaining unit member shall be subject to a thirty (30) work day probationary period in the other classification. If the Employer determines that the work performance of the bargaining unit member is not acceptable in that classification, the bargaining unit member shall be returned to lay off status and shall not forfeit rights to recall in their previously assigned classification. Return to lay off status under this provision shall be at the sole discretion of the Employer.

ARTICLE 12

TRANSFERS

Section 1

In case of emergency, the Employer may use non-bargaining unit employees as may be needed.

Section 2

If an employee is transferred from the Bargaining Unit to a position outside the Bargaining Unit, and is transferred back into the Bargaining Unit within a 60-day period, he shall retain his previously accumulated seniority in the Bargaining Unit, but shall not accumulate seniority while outside the Bargaining Unit. The employee also shall retain all accumulated leave and vacations.

ARTICLE 13

VACANCIES

Section 1

All vacancies within the bargaining unit shall be posted for five (5) working days before being filled. Provided that qualifications are equal, bargaining unit members shall be considered on the basis of classification seniority appropriate for the vacant position. In order to be considered, a bargaining unit member must apply for the position in writing during the five (5) day period the vacancy is posted.

Section 2

Management will make a determination as to the filling of a vacant position within seven (7) days after the posting period. If filled from outside the bargaining unit, the seven days does not apply.

ARTICLE 14

LEAVES OF ABSENCE

Section 1

Leaves of absence for periods not to exceed one year shall be granted without pay for any one of the following reasons:

1. Disability (requires written statement from physician).
2. Personal Illness
3. Prolonged illness in the immediate family (defined as spouse, brother, sister, grandparent, parent, child, parent-in-law, or other living relative regularly making his/her home in the employee's household).

In all cases, the Employer reserves the right to require medical certification to determine the need for the leave and/or the employee's physical or mental ability to perform assigned work on return.

An extension may be granted upon request of the employee to extend the leave to total maximum time not to exceed two years, provided the need for the extension is certified by a physician. This extension would be at the sole discretion of the Employer.

Medical certification must be submitted by a licensed MD or DO.

Section 2

Employees shall retain seniority held at the time they begin the leave of absence and shall accrue seniority while on leaves of absence up to a maximum of one year. Employees shall not accrue sick leave, personal leave, vacation entitlements, or insurance benefits while on unpaid leaves of absence.

Section 3

The Board will continue hospital/medical, dental and vision premium contributions on behalf of the employee (and eligible dependents) for up to twelve (12) weeks if required by the Family and Medical Leave Act. FMLA leave shall be calculated on a rolling backward basis; except military caregiving leave, which shall be calculated on a rolling forward basis as required by law. FMLA leave is concurrent with other applicable leaves, including workers' compensation leave.

If the employee fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the employee or other circumstances beyond the employee's control) the Board shall have the right to recover all premium payments made during the unpaid leave interval with the exception of any premium amounts related to day(s) of paid leave taken under this Agreement which are utilized during a period of FMLA leave. These amounts may permissibly be deducted from any wage or other payments due the employee, with any deficiency to be remitted by the employee to the Board within five (5) days of demand.

Where an employee requests intermittent leave or reduced schedule leave for personal serious illness/disability or to care for a seriously ill family member as authorized under the Family and Medical Leave Act, the Board may require that the employee transfer temporarily to an alternative position for which the employee is qualified (as defined in Article 11) and which has an equivalent pay rate and benefits where the temporary transfer would better accommodate the need for recurring leave, in comparison to the employee's current assignment. Where the temporary transfer is to a part-time position, the pay rate and benefits shall be adjusted accordingly, in conformance with the other terms of this Agreement.

Intermittent leave, to the extent required by the Family and Medical Leave Act, shall be taken in intervals of not less than two (2) hours. Employees shall attempt to schedule intermittent leave so as not to disrupt the continuity of services. Intermittent leave shall not be allowed for new child care.

ARTICLE 15

BULLETIN BOARDS

The Employer will provide bulletin board space at each building where bargaining unit employees work which may be used by the union for posting notices pertaining to union business.

ARTICLE 16

JURY DUTY

Employees who serve on jury duty will be paid the difference between jury duty pay and their regular pay for the time actually spent on jury duty, except mileage paid by the court.

ARTICLE 17

WAGES

Section 1

Wage rates for employees in the bargaining unit are as indicated in Appendix A.

Section 2

Time and one-half will be paid for all hours over eight worked in one work day and all over forty in one work week unless a flexible schedule is agreed upon by employee and employer to allow regular wage rate. It is understood that an employee may request, in lieu of time and one-half pay for overtime, compensatory time. See Article 18 Working Hours, Section 5.

Section 3

When a new job in the bargaining unit is created, the Employer will notify the union of the classification and rate structure prior to its becoming effective. In the event the union does not agree that the rate is proper, it shall be subject to negotiations.

ARTICLE 18

WORKING HOURS

Section 1

The normal work week shall consist of five days (Monday through Friday). The normal work day and week for bargaining unit members in the custodial classification shall be eight (8) hours totaling forty (40) hours weekly.

Section 2

Regular daily working hours shall begin no earlier than 5:00 a.m. and end no later than 2:30pm for first shift and second shift begins 2:00pm and no later than 10:30pm, unless otherwise agreed by the parties. Every reasonable effort will be made to maintain these hours, but the Board reserves the right to change them only when program or cleaning needs require it. In this event, a minimum of three working days notice will be given except in cases of emergency.

Section 3

Employees in the custodial classification will be allowed one fifteen (15) minute work break daily for each four (4) hours worked to be scheduled by the Employer, taking into consideration cleaning needs and the scheduled lunch hour for each employee. The work breaks shall not be cumulative.

Section 4

The work day for bargaining unit members in the custodial classification shall include an unpaid lunch period of thirty (30) minutes duration to be scheduled by the Employer each day for bargaining unit members working more than four (4) hours in that day.

Section 5

Any overtime hours worked in 1) an eight (8) hour work day or 2) a forty (40) hour work week must have the prior written approval of the employee's immediate supervisor. Hours worked means hours actually on the job including hours on paid sick leave. Hours paid for emergency leave, holidays and vacation will not be included in the calculation of "hours worked" for purposes of computation of overtime. For purposes of calculating "hours worked" for compensatory time hours paid for emergency leave, holidays and vacation will not be included.

Employees shall have the option of OT pay or compensatory time with supervisory approval. Once the employee decides to choose OT pay or compensatory time they shall notify the supervisor in writing.

Compensatory time will be calculated at time and one-half if actual hours worked exceeds eight (8) hours in a day or exceeds 40 hours in a week.

Approved compensatory time will be taken within the pay period following the pay period in which the compensatory time was approved by the supervisor.

Section 6

The Employer specifically reserves the right to schedule the work day, the work week, and the work year in accordance with cleaning needs. Nothing in this Article shall be construed as a guarantee of a specific number of working hours per day or per week.

Section 7

Overtime hours shall be divided as equally as possible among employees in the same building by seniority.

Section 8

Scheduled days of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fire, epidemics, mechanical breakdowns, or health conditions (as defined by city, county or state health authorities) will be rescheduled as necessary as prescribed by Michigan law. This contract provision has been negotiated to comply with the provisions of State Aid Act to ensure that the ISD will incur no loss of State Aid. Further, the

parties recognize the ISD's obligation to comply with any requirements set forth by the Michigan Department of Education respecting the number of instruction days, as defined by that agency.

ARTICLE 19

SICK LEAVE

Section 1

All regular full-time employees covered by this agreement shall be allowed one sick day per month of employment - not to exceed twelve (12) days per year accumulative to a maximum of 210 days. For bargaining unit members eligible for Michigan Paid Medical Leave Act (“MPMLA”) benefits, 40 hours per year of this sick leave is designated as MPMLA leave and runs concurrently with paid sick leave. It may be used for all circumstances identified in the MPMLA. This language is not to replace the current sick leave language.

Section 2

Regular part-time employees will be entitled to a pro-rated amount of sick leave in accordance with the ratio between the number of hours they work per week and 40, rounded off to the nearest whole number of days annually.

Section 3

Employees will be allowed to use their sick leave entitlement only for the following reasons: personal illness or pregnancy, quarantine, or illness in the immediate family (defined spouse or child living in the same household). The illness in the immediate family shall be such as to require the presence of the employee. Sick leave can be used in one (1) hour increments.

Section 4

The Employer reserves the right to require certification by an attending licensed physician after three (3) consecutive days of illness prior to allowing pay for days taken as sick leave.

Section 5

Sick leave taken in accordance with the Article shall be counted as days worked providing pay is allowed.

Section 6

An employee who is absent because of an injury or disease and who is receiving loss-of-time benefits under the provisions of the Michigan Worker's Compensation Law may use his accumulated sick leave benefits to be compensated for the difference between his regular wages and the loss-of-time benefits.

ARTICLE 20

FUNERAL LEAVE

Section 1

An employee will be allowed up to four (4) working days with pay as Funeral Leave days without deduction from sick leave for a death in the immediate family. Immediate family includes only father, father-in-law, mother, mother-in-law, brother, sister, grandchild, spouse, child, stepchild, stepparent, member of household, fiancée, fiancé, or domestic partner. Up to one day will be allowed for the death of an aunt, uncle, niece, nephew, grandparent, brother-in-law, or sister-in-law.

Section 2

An employee selected to be pall-bearer for a deceased fellow-employee will be allowed sufficient time off, with pay, not to exceed one working day, for that purpose without deduction from sick leave.

ARTICLE 21

PERSONAL LEAVE

Employees will be allowed a maximum of three (3) days annually with pay (non-cumulative) which require the presence of the employee and which cannot be handled during other than working hours. Personal Leave shall not be taken as a vacation or for recreational purposes nor taken on the day prior to and/or the day following a holiday or vacation period. The employee shall notify his/her immediate supervisor at least three (3) work days in advance of intent to utilize personal leave, except in the case of emergency. The employee shall complete a form constituting a certification by the employee that the obligation cannot reasonably be scheduled outside the regular work day or on a non-work day.

ARTICLE 22

HOLIDAYS

Section 1

The following days shall be observed as paid holidays: Memorial Day, Good Friday (if school is not in session), Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving Day. In addition to the above, six (6) weekdays, as scheduled by the Employer, will be observed as paid holidays at Christmas and New Year's which will include Christmas Day and New Year's Day, if they fall on weekdays.

Section 2

In order for an employee to receive pay for a holiday, he must be in a pay status the working day immediately preceding the holiday and the working day immediately following it.

Section 3

Holiday pay shall be at the employees' current regular daily rate.

Section 4

Should a holiday fall on a Saturday, Friday shall be considered as a holiday; should a holiday fall on Sunday, Monday shall be considered as the holiday.

Section 5

All hours worked on the above holidays shall be paid at the rate of time and one-half plus holiday pay.

ARTICLE 23

VACATIONS

Section 1

Employees shall earn vacation entitlements in accordance with the following schedule:

- 1st year through 2nd year - 5/6 day per month regular full time employment
- 3rd year through 4th year - 1 day per month regular full time employment
- 5th year through 7th year - 1¼ day per month regular full time employment
- 8th year plus - 1½ day per month regular full time employment

Employees regularly scheduled to work at least 20 hours per week (but less than 40), 52 weeks per year, shall accrue vacation on the same schedule as a full-time employee but a "day" shall equal the number of hours worked by the employee when the vacation time is accrued. Example: an employee with four years of service working 20 hours per week accrues 4 hours (1 day) of vacation time per month of regular part-time employment. This excludes temporary employees and substitutes.

Section 2

While every effort will be made to permit employees to take vacation at times they desire, the employer reserves the right to approve all vacation requests. In scheduling vacations, the Employer will give consideration to seniority of employees as well as operating requirements and the desires of individual employees. Vacation time can be used in one (1) hour increments.

Section 3

Employee must take vacation no later than the year following the year in which it was earned or lose the entitlement.

Section 4

In the event an employee quits or is fired and has a vacation time accrued, he will receive pay for the accrual.

Section 5

In the event an employee passes away the next of kin will receive the accrued vacation time.

Section 6

Absence on account of sickness, injury, or disability in excess of sick leave entitlement may, at the request of the employee, be charged against vacation leave credit.

Section 7

Vacation leave shall not be granted in excess of vacation credit earned by service prior to the starting date of vacation.

Section 8

If an employee becomes ill and is under the care of a duly licensed physician during vacation, at the request of the employee, the vacation will be rescheduled.

ARTICLE 24
INSURANCE

Section 1

Beginning July 1, 2016, or the date on which the successor agreement to the 2015-2016 Master Agreement is ratified (whichever date is later) to the extent allowable by law or regulation, upon proper application and acceptance for enrollment by the appropriate insurance underwriter and/or carrier, the Board shall make medical benefit plan cost contributions, as specified below, for each full-time employee and his/her eligible dependents toward the chosen insurance plan (the "Plan"). Any medical benefit plan costs exceeding the Board's contribution shall be payroll deducted.

Effective January 1, 2024, the Board's medical benefit plan contributions shall not exceed the following amounts:

Single Subscriber:	\$641.90 per month
Two Person:	\$1,342.42 per month
Family:	\$1,750.65 per month

Medical benefit plan costs for which the employee is responsible will be payroll deducted in two equal payments per month. The District will make a Section 125 plan available for this purpose.

Effective January 1, 2019, the medical benefit plan year shall be January through December. CISD agrees to adjust the Cap amounts each January 1 thereafter based on the cap adjustments as determined by the Michigan Department of Treasury and MCL 15.563; if no hard caps exist, the insurance will be adjusted to the percentage increase in insurance costs from the previous year up to 2%.

The Plan choices shall be consistent with the Plans offered by the West Michigan Health Insurance Pool, of which this group is a member.

Section 2

Insurance coverage begins at the end of the probationary period and continues as long as the employee is in pay status, but terminates at the end of the month during which

the employee ceases to be in a pay status, except as is otherwise required by the Family and Medical Leave Act. Employees on leaves of absence may continue the coverage at their own expense to the extent permitted by the carrier only if the employee pays the full premium, except where the Board is required to remit a medical benefit plan cost contribution on behalf of the employee under the terms of the Family and Medical Leave Act.

Section 3

Bargaining unit members, who are eligible for medical benefit plan cost contributions, as specified above, may make written waiver of that coverage and instead elect to receive \$641.90 per month (less employee FICA and withholding) in accordance with the terms of the Section 125 Plan established and administered by the Board. This amount will be adjusted to equal the district's adjusted annual medical benefit plan cost contribution for single subscriber health insurance. The bargaining unit member may direct all or a portion of the above amount to a 403(b) tax-sheltered annuity approved by the Board through a written voluntary and elective contribution.

Section 4

It shall be the responsibility of the bargaining unit member to comply with all requirements for coverage specified by the insurance carrier and/or insurance policy holder, including responsibilities for enrollment and submission of all information necessary for claim processing and/or claim administration.

Section 5

All disputes regarding coverage and claims processing shall be between the bargaining unit member and the insurance policy holder and/or insurance carrier. Such disputes (except the District's failure to make contributions specified in this Article) shall not be subject to the grievance procedure in this Agreement.

Section 6

If, during the term of this Agreement, the Union wishes to change the health insurance product and/or health insurance plan specifications in order to lower the medical benefit plan costs paid by bargaining unit members, the Union shall make a

written request to that effect to the Superintendent (or designee). If the District and the Union concur that a change in the health insurance plan (or its specifications) is desirable, the District will solicit bids in conformance with the Public Employees Health Benefit Act and, upon receipt of those bids, will review the responses with the Union. If the District and the Union thereafter concur that the health insurance plan or its specification should be altered, they will memorialize that agreement as an amendment to this contract. The District will then notify the health insurance provider of the change(s) which will not be implemented until any notice requirements imposed by Michigan or federal law, and any such requirements of the insurance provider, have been satisfied.

ARTICLE 25

LIFE INSURANCE COVERAGE

Employer agrees to pay the full premium for term life insurance, with an equal amount of AD & D, for each bargaining unit member in the amount of the bargaining unit member's annual wages while the bargaining unit member is in pay status.

Life Insurance coverage under this Article shall only be available to those bargaining unit members in the custodial classification working more than twenty (20) hours per week and fifty-two (52) weeks per year.

ARTICLE 26

DENTAL INSURANCE

The Employer agrees to pay the full premium for dental coverage in accordance with a bargaining unit member's individual family status. The coverage shall be limited to regular, full-time bargaining unit members in the custodial classification covered by this agreement. Full time shall be defined as working at least 40 hours per week and at least 52 weeks per year.

Part time employees in the custodial classification covered by this agreement, working at least four (4) hours per day and fifty-two (52) weeks per year shall be entitled to employer paid premium for the above benefits pro-rated in accordance with the pro-ration between the number of hours they work per week and forty (40) rounded off to the nearest whole number.

Any premium balance required to maintain coverage shall be payroll deducted from the bargaining unit member's wages. If these amounts are insufficient the bargaining unit member shall make any balance of premium payment to the Employer within thirty (30) days of the premium due date.

ARTICLE 27

VISION INSURANCE

The Employer agrees to pay 100% of the full premium for vision insurance in accordance with an employee's individual family status. This coverage will be limited to regular full-time employees in the custodial classifications covered by this agreement. Full-time is defined as working at least forty (40) hours per week and fifty-two (52) weeks per year.

Part time employees in the custodial classification covered by this agreement, working at least four (4) hours per day and fifty-two (52) weeks per year shall be entitled to employer paid premium for the above benefits pro-rated in accordance with the pro-ration between the number of hours they work per week and forty (40) rounded off to the nearest whole number.

Any premium balance required to maintain coverage shall be payroll deducted from the bargaining unit member's wages. If these amounts are insufficient the bargaining unit member shall make any balance of premium payment to the Employer within thirty (30) days of the premium due date.

ARTICLE 28

COMPUTATION OF BENEFITS

All hours paid to an employee which is part of his/her regularly scheduled work week shall be considered as hours worked for the purpose of computing any of the benefits under this agreement.

ARTICLE 29

WAIVER

The parties acknowledge that during the negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Board and the union for the life of this agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this agreement and with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this agreement. Matters of common concern may be subject to negotiation during the period of this agreement upon the request and mutual agreement of both parties.

ARTICLE 30

ENTIRE AGREEMENT

This agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Board and the union and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE 31
MISCELLANEOUS

Section 1

The Employer agrees to provide each employee with an electronic copy of this agreement.

Section 2

If any provision of this agreement is found contrary to law, than such provision shall not be deemed valid except to the extent permitted by law; but all other provisions shall continue in full force and effect.

Section 3

An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify or terminate this Agreement as provided in the Local Financial Stability Choice Act, 2012 PA 436. This clause is included in this Agreement because it is required by 2011 PA 9.

Section 4

Upon appropriate written authorization from the bargaining unit member, the Board of Education authorizes payroll deduction of amounts for West Michigan Insurance Pool or equivalent insurance, Credit Union, U.S. Bonds and for Tax Sheltered Annuities upon the written request and authorization of the employee.

In the event of a verified overpayment in salary or benefits, under the terms of this agreement, the bargaining unit member will make prompt repayment to the district. In the event the bargaining unit member fails to make repayment, the District may deduct the overpayment as a condition of this contract pursuant to the authority set forth in MCL 408.477.

Section 5

The Union and the Employer recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Union and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption to the school program. The Union, therefore agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any employees take part in any strike, slowdown or stoppage of work, boycott, picketing or any interruption of school activities in the school system. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for disciplinary action.

The Employer agrees it will not initiate a lockout.

ARTICLE 32

TERM OF AGREEMENT

Section 1

This agreement shall become effective on July 1, 2024.

Section 2

This agreement shall continue in full force and effect until June 30, 2027.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the 1st day of July, 2024.

FOR THE UNION:

FOR THE EMPLOYER:

Signature on File

Thomas Lingbeek
AFSCME Chapter Chair

Signature on File

Jessica Clothier
Assistant Superintendent - Human
Resources

Signature on File

Tammy Porter
AFSCME Council Staff Rep

Signature on File

Kori Rafferty
Assistant Superintendent - Finance &
Operations

ARTICLE 33

Evaluations

A written evaluation will be issued by the administrative supervisor or designee to each bargaining unit member, a minimum of once every other school year for each non-probationary employee. A probationary employee shall also receive a written evaluation by the administrative supervisor or designee upon completion of their probationary period. A post-evaluation conference will be held after written receipt of the evaluation.

APPENDIX A

WAGE SCHEDULE

CUSTODIAN	2024-2025	2025-2026	2026-2027
Step 1	\$18.39	\$19.13	\$19.89
Step 2	\$20.60	\$21.43	\$22.28
Step 3	\$21.63	\$22.50	\$23.40
Step 4	\$22.71	\$23.62	\$24.57
Step 5	\$23.85	\$24.80	\$25.79

LEAD CUSTODIAN/ MAINTENANCE	2024-2025	2025-2026	2026-2027
Step 1	\$19.55	\$20.33	\$21.14
Step 2	\$21.89	\$22.77	\$23.68
Step 3	\$22.98	\$23.90	\$24.86
Step 4	\$24.13	\$25.10	\$26.10
Step 5	\$25.34	\$26.35	\$27.41

(Step advancement is based upon continuous service. An employee whose employment with the CISD has been severed, then rehired shall start over at the Probationary step.)

The Board will pay steps for the contract years covered by this contract only. The bargaining unit members will not receive wages or benefits beyond that allowed expressly in this agreement unless ratified by both parties.

- A. A probationary employee shall receive the probationary rate of pay (Step 1) until he/she has successfully completed the probationary period. At that time he/she will advance to Step 2.
- B. Advancement to Step 3 shall occur when the employee has completed one year of service from the date they earned step 2. The same process is followed for advancement to Step 4 and Step 5 - advancement occurs when the employee has completed one year of service from the date they advanced to their current step.
- C. Leaves of absence shall not serve as active employment and shall extend the employee's time on the step the employee was on at the time of the leave.

Appendix B
DUES DEDUCTION

Upon annual written request by the Union, the Board shall deduct membership dues for the Union from a bargaining unit employee's wages if the bargaining unit employee submits an annual full, free written consent consistent with the Payment of Wages and Fringe Benefits Act. The District may immediately cease collections for a particular bargaining unit member if the bargaining unit employee provides written notice to the Superintendent or their designee that they are withdrawing their consent for the membership dues deductions from their paycheck. Deductions will be made in substantially equal amounts from the paychecks of the bargaining unit employee beginning with the second pay following the receipt of the Union's annual request and the voluntary written authorization from the bargaining unit employee and, unless the Board receives a written request from the bargaining unit employee to discontinue the deductions, continuing through the last pay period in June of each school year. The Board shall not process monies for Political Action Committee donations associated with the dues structure. The district will provide the Union with a list of individuals and amounts paid. The Union will provide the form, and where to submit payment.

In the event any individual or entity files any complaint or claim against the Board (which includes its agents, employees, and officers) regarding dues deduction, the Association agrees to indemnify, defend, and hold the Board harmless against all costs, claims, demands, suits, or other forms of liability that may arise out of or by reason of action by the Board for the purpose of complying with the Agreement to deduct Association dues set forth above. Further, the Board shall be held harmless for the assessment and collection of union dues and the imposition of any penalties related to an employee's non-payment of union dues. If the Union agrees to defend the Board concerning a dues deduction claim, the Board may choose their legal counsel to defend any lawsuit or action or compromise or settle any claim made against the Board.