

2010-12

AGREEMENT

Between

CALHOUN INTERMEDIATE SCHOOL DISTRICT BOARD OF EDUCATION

and

**CISD CUSTODIANS CHAPTER AND FOOD SERVICE ASSISTANTS/LAUNDRY
ATTENDANT, LOCAL 331, MICHIGAN COUNCIL 25, AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO**

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AGREEMENT

This Agreement entered into on this 20th day of January 2011, 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, affiliated with Council #25, AFSCME, 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 Act 379 of the Public Acts of 1965, as amended, 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 and kitchen assistants/laundry attendant employed by the Calhoun Intermediate School District Board of Education.
- B. Excluding all employees 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

UNION SECURITY AND CHECK OFF

Section 1

Each bargaining unit member shall, as a condition of employment, join the union or pay a service fee to the union equivalent to the amount of dues uniformly required of members of the union, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee. In the event the bargaining unit member shall not pay such service fee or membership dues directly to the union or authorize payment through payroll deduction, the Employer shall, pursuant to MCL 408.477 and at the request of the union, deduct the service fee from the bargaining unit member's wages and remit the same to the union under the procedure provided below.

Section 2

The procedure in all cases of non-payment of a service fee shall be as follows:

(a) The union shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance, and shall provide ten (10) days for compliance, and shall further advise the bargaining unit member that a request for wage deduction may be filed with the Employer in the event compliance is not effected.

(b) If the bargaining unit member fails to remit the service fee or authorize deduction for same, the union may request the Employer to make such deduction pursuant to Section 1 of this Article.

(c) The Employer, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the member has remitted this service fee to the union or has authorized payroll deduction for same.

Section 3

The union will certify at least annually to the Employer, at least fifteen (15) days prior to the date of the first payroll deduction for dues and/or service fees, the amount of said dues and the amount of the service fee to be deducted by the Employer and that the service fee includes only those amounts permitted by law. The union also agrees to furnish the Employer, upon request, with all information necessary for the Employer to make a determination as to the legal sufficiency of the union's procedures where by non-members of the union can challenge service fees established by the union as well as with respect to the proper identification and allocation of the union expenditures which have been determined by the union to be properly chargeable to bargaining unit members who do not choose to become members of the union.

Section 4

The Employer agrees to remit any deductions to the Union, without undue delay, with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

Section 5

The union shall indemnify and save harmless the Employer against any and all claims, demands, suits or other forms of liability which may arise out of or by reason of action taken or not taken by the Employer in reliance upon information furnished to the Employer by the union in the course of enforcing this section of the Agreement. Further, the union agrees to indemnify and save the Employer, its Board of Education, the individual members of the Board of Education, and individual administrators, harmless against any and all claims, demands, costs, suits, claims for attorney fees or other forms of liability as well as for all court and/or administrative agency costs that may arise out of or by reason of, action by the Employer or its agents for purposes of complying with the union security provisions of this Agreement.

Should the indemnification provision set forth above be declared unenforceable and/or void by a court of competent jurisdiction, the union security and payroll deduction provisions of this Article, as set forth above, shall immediately be considered inoperative and severed from this Agreement.

ARTICLE 4

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 5

UNION REPRESENTATION

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 6

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 his 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 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 7

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 presented in writing to the Secretary of the Board of Education within seven (7) working days after the Step 2 response is due.

- a. The Secretary of the Board of Education shall acknowledge receipt by signing, dating, and returning to the employee a copy of the grievance submitted.
- b. The Secretary of the Board of Education shall place the matter on the agenda for the next regularly scheduled Board meeting -provided the grievance is received no later than seven (7) working days prior to the scheduled date - and shall notify the employee and the union of the scheduled date.
- c. The Secretary of the Board of Education will respond in writing within three (3) working days following the Board meeting.

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 receipt or due date of the Step 3 response, whichever date is earlier. 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.

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 of the contract which allegedly has been violated.
- d. Signed by the employee filing the grievance.
- e. 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 the immediate supervisor is obtained for the time off required.

ARTICLE 8

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

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.

ARTICLE 9

COMPUTATION OF BACK WAGES

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

ARTICLE 10

VETERANS, REINSTATEMENT OF

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

ARTICLE 11

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, 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

Following execution of this agreement, an up-to-date Seniority List shall be prepared by the Employer and presented to the union within thirty (30) calendar days. Bargaining unit members shall be entered on the seniority list in their classification and rank for seniority from the last date of hire in that classification. If two or more bargaining unit members have the same date of hire, their names shall appear on the seniority list, in their respective classifications, alphabetically - last name first.

The Employer will provide the union with an up-to-date copy of the Seniority List annually as of July 1; such listing to be submitted prior to July 31.

Section 5

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

1. Custodian I and Custodian II.
2. Kitchen Assistant/Laundry Attendant.

Section 6

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 12

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 13

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 14

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 15

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 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.

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 12) 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.

ARTICLE 16

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 17

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.

ARTICLE 18

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.

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 19

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. The normal day and work week for employees in the kitchen assistant/laundry attendant classification shall be six and one-half hours (6-1/2) totaling thirty-two and one-half (32-1/2) hours weekly.

Section 2

Regular daily working hours shall begin no earlier than 5:00 a.m. and end no later than 12:30 a.m. the next day. 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.

Kitchen assistant/laundry attendant shall be allowed not more than twenty (20) minutes of paid time as a lunch period, provided that this time is scheduled so as to minimize interference with performance of the bargaining unit member's job responsibilities.

Section 5

Any overtime must have the prior written approval of the employee's immediate 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. Bargaining unit members in the kitchen assistant/laundry attendant classification shall be excused from reporting for work on those days which are canceled due to the above conditions. Bargaining unit members in the kitchen assistant/laundry attendant classification shall receive their regular pay for days that are canceled but shall work on the rescheduled day(s) with no additional compensation. 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 20

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

All regular full-time employees in the custodial classification shall be allowed one (1) sick leave day per month of employment - not to exceed twelve (12) days per year, accumulative to a maximum of 210 days.

All regularly employed bargaining unit members in the kitchen assistant/ laundry attendant classification (working six and one-half or more hours per day) shall be allowed .75 of a sick leave day per month of employment -- not to exceed eight (8) days per year, accumulative to a maximum of eighty-five (85) days.

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.

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.

Section 7

Terminal Leave Pay

Terminal leave pay shall be paid to employees who retire from the Calhoun Intermediate School District and who meet the requirements for retirement under the appropriate retirement program. Terminal leave pay shall be paid based upon unused sick leave days with maximum days as specified below. Years of service shall mean years of service with the Calhoun Intermediate School District.

YEARS OF SERVICE

MAXIMUM SICK LEAVE DAYS PAID

At least 10 years but less than 15 years
At least 15 years but less than 20 years
At least 20 years and more years

Twenty-five days (25)
Thirty-five days (35)
Forty days* (40)

*10 additional days if the employee has one hundred or more accumulated sick leave days at the time of retirement.

Employees hired after July 1, 1993, are not eligible for this benefit.

ARTICLE 21

FUNERAL LEAVE

Section 1

An employee will be allowed up to three 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, or member of household. 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 22

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 23

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, five (5) weekdays (four days for kitchen assistant/laundry attendant classification), 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. Bargaining unit members in the kitchen assistant/laundry attendant classification shall be eligible for all of the above paid holidays with the exception of Independence Day.

Custodians will be entitled to one floating holiday to be scheduled at a time other than during the normal Christmas/New Year's break. In addition, no more than one custodian at a time may utilize the floating holiday on any particular day.

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 24

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.

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

The Employer will provide a vacation pay advance as part of the regular pay check issued immediately prior to going on vacation; if the vacation has been properly approved, and a written request is received in the payroll office at least ten calendar days prior to the pay date the advance is expected.

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.

Section 9

This Article shall have no application to bargaining unit members in the kitchen assistant/laundry attendant classification.

ARTICLE 25

HOSPITALIZATION INSURANCE

Section 1

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or carrier, the Board shall make premium payments for insurance coverage for all eligible bargaining unit members and their dependents for the following plans:

Blue Cross-Blue Shield Flexible Blue 3 Plan: \$2,000 (single); \$4,000 (family) annual deductible until February 1, 2011. Effective February 1, 2011, Priority Health Plan - Plan Design: Health Savings Account (HSA) annual deductible will be \$2,000 (single); \$4,000 (family) with 100% prescription coverage after deductible is met.

The Board shall deposit the following amounts as contribution to each members Health Savings Account (HSA) on January 1, 2011, and January 1, 2012, (subject to Article 32, Section 3, reopener Language): \$1,555 (single); \$3,031 (two person); and \$2,857 (full family). If the Internal Revenue Service determines that the minimum annual deductible amounts must be increased beyond the above amounts in order for the HSA to comply with IRS regulations, the Board will be responsible for the increased deductible amounts. The above contributions shall be prorated for part-time employees. The employee becomes the owner of the HSA funds when contributed by the Board and is responsible for using those amounts only for purposes permitted for HSA plans.

The financial institution receiving the HSA deposit will be designated by the Board. The Board will be responsible for any administrative fees imposed by the financial institution for issuance of the HSA debit card to enrolled employees.

If an eligible bargaining unit member enrolls in the health insurance plan at a time other than January 1, the bargaining unit member (and eligible dependents) will also participate in a transitional Health Reimbursement Arrangement (HRA) from which the Board shall satisfy the Priority Health Plan deductible prorated at the HSA deposit amounts noted above for that employee (and eligible dependents) for the remainder of that calendar year (i.e. until the HSA contribution is made the following January). In January of the next calendar year, the employee (and eligible dependents) will discontinue participation in the transitional HRA and will participate in the HSA.

Reimbursement to employees under the HRA shall be limited to the Priority Health Plan deductible amount and must be supported by documentation sufficient to meet IRS standards.

Section 2

Insurance coverage begins at the end of the probationary period and continues as long as the employee is in a pay status, but terminates at the end of the month during which the employee ceases to be in a pay status. Employees on leaves of absence may continue the coverage at their own expense to the extent permitted by the carrier.

Section 3

Bargaining unit members who are eligible for Board paid medical coverage premium contributions under Section 1 of this Article may make written waiver of that coverage and instead elect to receive \$300 per month (less employee FICA and withholding) in accordance with the terms of the Section 125 Plan established and administered by the Board. 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 separate written voluntary and elective contribution.

Section 4

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 benefit 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.

Employees in the kitchen assistant/laundry attendant classification covered by this agreement, working at least six and one-half (6-1/2) hours per day, thirty-five (35) weeks per year, shall be considered full-time employees and shall be entitled to Employer-paid premium for the above benefits as outlined for other full-time bargaining unit members.

A 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 directly to the Employer within thirty (30) days of the premium due date.

ARTICLE 26

LIFE INSURANCE COVERAGE

Employer agrees to pay the full premium for term life insurance, with an equal amount of AD and 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. Life insurance coverage shall only be available to those bargaining unit members in the kitchen assistant/laundry attendant classification working at least six and one-half (6-1/2) hours per week, thirty-five (35) weeks per year.

ARTICLE 27

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.

Employees in the kitchen assistant/laundry attendant classification working at least six and one-half (6-1/2) hours per day, thirty-five (35) weeks per year shall be entitled to one-half the above Employer premium contribution for coverage.

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

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-ratio between the number of hours they work per week and forty (40) rounded off to the nearest whole number.

Employees in the kitchen classification working at least six and one-half (6-1/2) hours per day, thirty-five (35) weeks per year shall be entitled to 100% employer paid premium for the above benefit.

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.

Effective January 1, 2009, the vision plan will include the following enhancements:

- a. \$55 for frames;
- b. \$200 for contact lenses; and
- c. \$10 over previous specifications for other lenses.

ARTICLE 29

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 30

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 31

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 32

MISCELLANEOUS

Section 1

The Employer agrees to provide each employee with a 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

Wages shall be reopened for renegotiation of the 2011-2012 school year if the revenue from the 2010-2011 CISD special education mileage increases by 2.5% or greater. Insurance shall be reopened for renegotiation of the second insurance contract year if the insurance rate for this Bargaining Unit increases for the second year of the insurance contract by 10% or greater. Negotiations shall begin as soon as practicable after either party learns of an increase in CISD 2010-2011 special education mileage of 2.5% or an increase in the insurance rate for the second insurance contract year of 10% or greater.

ARTICLE 33

TERM OF AGREEMENT

Section 1

This agreement shall become effective on July 1, 2010.

Section 2

This agreement shall continue in full force and effect until June 30, 2012. There will be a reopener of Article 25/Hospitalization Insurance in the second year of this contract (i.e., 2011-2012) under the conditions specified in Appendix A/Wage Schedule. The remaining provisions of this Agreement shall not be affected by the above re-opener and shall remain in force.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the 20th day of January, 2011.

FOR THE UNION:

FOR THE EMPLOYER:

James S. Rhea

Larry Zanger

Michael Holcomb

Thomas G. Bean

APPENDIX A
WAGE SCHEDULE

<u>CUSTODIAN I</u>	<u>2010-2011 (effective 7/1/10)</u>	<u>2011-2012 (effective 7/1/11)</u>
Step 1	\$12.93	\$12.93
Step 2	\$14.60	\$14.60
Step 3	\$16.51	\$16.51
Step 3/5	\$16.78	\$16.78
Step 3/15	\$17.04	\$17.04
<u>CUSTODIAN II</u>	<u>2010-2011 (effective 7/1/10)</u>	<u>2011-2012 (effective 7/1/11)</u>
Step 1	\$13.41	\$13.41
Step 2	\$15.07	\$15.07
Step 3	\$16.99	\$16.99
Step 3/5	\$17.26	\$17.26
Step 3/15	\$17.53	\$17.53
<u>FOOD SERVICE</u>	<u>2010-2011 (effective 7/1/10)</u>	<u>2011-2012 (effective 7/1/11)</u>
Step 1	\$9.24	\$9.24
Step 2	\$9.63	\$9.63
Step 3	\$10.16	\$10.16
Step 3/5	\$10.42	\$10.42
Step 3/15	\$10.69	\$10.69

(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.)

- A. A probationary employee shall receive the probationary rate of pay (P. Step) until he/she has successfully completed the probationary period. At that time he/she will advance to Step 1.
- B. Advancement to Step 2 shall be on the employee's anniversary date and shall require at least one year of active employment.
- 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.