Master Agreement

Between

The Caledonia Board of Education

And the

Caledonia Operations Group (COG)

01 July 2023 – 30 June 2026

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Article 1 Recognition

1.1 Agreement

This agreement is entered into between the Board of Education of the Caledonia Community Schools, hereafter called the "Board" and the Caledonia Operations Group, hereafter called the "COG".

1.2 The Unit

1.2.1.0	PAC Support
1.2.1.1	Custodian Part-Time
1.2.1.2	Custodian
1.2.1.3	Custodian Lead
1.2.1.4	Custodian Head
1.2.1.5	Complex Custodian
1.2.1.6	Grounds
1.2.1.7	Maintenance
1.2.1.8	PAC Coordinator

1.3 Excluded from the Unit

Excluded from the Unit are all supervisors, substitute employees, privatized/subcontracted employees, seasonal, temporary employees and any individual that is a member of another employee group.

1.4 New Positions

Any new position created by the Board after the ratification date of this Agreement possessing the same community may be included in this unit.

1.5 <u>Negotiations</u>

The Board agrees not to negotiate with any organization other than the COG for the duration of this Agreement.

Article 2 Rights

2.1 Board of Education Rights

- 2.1.1 <u>Establish Policies</u> COG acknowledges that the Board, as officially constituted under the laws of the State of Michigan, is responsible for the establishment of policies designed to govern and maintain the school system.
- 2.1.2 <u>Powers, Rights and Authority</u> The Board on its own behalf and on the behalf of the electors of the school district, retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the following rights:

- 2.1.2.1 <u>Management and Control</u> Delegate to the executive management and administrative control of the school system and its employees, properties and facilities.
- 2.1.2.2 <u>Relationship to Employees</u> To hire all employees, and subject to the provisions of law, to determine their qualifications, the conditions of their continued employment, their dismissal or demotion, and to promote and transfer all such employees.
- 2.1.2.3 <u>Additional Rights</u> The Board delegates to its administrative staff the responsibilities of enforcing policies; the construction, acquisition and maintenance of school buildings and equipment; the evaluation, discipline, promotion and termination of employees; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees. The Board and administrative staff shall be free to exercise all its managerial rights and authority except as limited by law.

2.2 COG Rights

- 2.2.1 <u>Nondiscrimination of Rights</u> The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in, or association with, the activities of any employee organization.
- 2.2.2 <u>Religious and Political Discrimination</u> Employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or lack thereof shall be grounds of any discipline or discrimination with respect to the employment of the employee. However, CESSA recognizes that it is the employee's responsibility to fulfill his/her employment obligations.

Article 3 Seniority

- 3.1 <u>District Seniority</u> Seniority shall be defined as the amount of continuous service to the district from the employee's most recent date of hire (Board Hire Date) in his/her classification.
- 3.2 <u>Seniority within Classification</u> Seniority shall accrue while working in classifications listed in 1.2. Seniority shall not accrue while in positions outside this agreement, while on approved leave or while on layoff. Seniority in a classification shall not be lost when an employee transfers from a classification but shall be frozen until such time as the employee may return to a position within the classification.
- 3.3 <u>Accrual When Off the Job - All Employees</u> Employees continue to accrue seniority when off the job due to an injury incurred while on the job or during time receiving accumulated sick leave pay, but not during non-work disabilities beyond accumulated leave. Employees on layoff will neither lose nor accrue seniority.
- 3.4 <u>Ties</u> In the event more than one employee has the same length of service in a classification, seniority ranking shall be determined by ranking those employees in order of the highest four digit numbers taken from the last four digits of each employee's social security number.
- 3.5 <u>Loss of Seniority</u> Seniority shall be lost by an employee for the following reasons:
 - 3.5.1 Termination

- 3.5.2 Resignation
- 3.5.3 Absence of three (3) consecutive days without notice to the employer
- 3.5.4 Failure to notify the Employer of intent to return to work within three (3) days from the receipt of the recall notice or failure to return to work within ten (10) working days from the effective date of the recall notice.
- 3.6 <u>Probation Period</u> Any employee employed on a regular part-time or full-time basis shall serve a sixty (60) calendar day probationary period. If a probationary employee is absent during the probationary period, the probation period shall be extended accordingly.
 - 3.6.1 Probationary employees shall have no seniority until the successful completion of the probationary period. The termination of a probationary employee is not subject to the grievance procedure.
- 3.7 <u>Third Party Contracted Employees</u> Privatized employees are "at will" employees and are exempt from all provisions of this agreement.

Article 4 Suspension – Termination

4.1 <u>Suspension</u>

- 4.1.1 The employee may be subjected to suspension for good and just cause by the Supervisor or Superintendent. At all times, the employee has the full right to due process and the right to question his/her accusers.
- 4.1.2 A suspension may be paid or unpaid at the discretion of the Superintendent.

4.2 Termination

- 4.2.1 During the term of employment, the employee shall be subjected to termination for good and just cause by the Superintendent.
- 4.2.2 No termination shall be effective unless written charges have been served upon the employee and he/she has had an opportunity for a hearing before the Superintendent.
- 4.2.3 Notification of the hearing shall be in writing five (5) work days prior to the scheduled hearing date.
- 4.2.4 A hearing with the Superintendent shall be private.
- 4.2.5 The employee may have representation, at the hearing, from a maximum of two (2) members from the COG group. If the employee desires legal representation then the cost/expense will be the responsibility of the employee.
- 4.2.6 The employee will receive the results, in writing, of the hearing within five (5) working days after the hearing.
- 4.3 Upon termination employees will not be compensated for unpaid leave time.

Article 5 Layoff and Recall

- 5.1 <u>Definition</u> Layoff shall be defined as a reduction in the workforce.
- 5.2 <u>Layoff Procedure</u> In the event of a reduction in the workforce, the following procedure shall be followed:
 - 5.2.1 <u>Seniority and Qualifications</u> The overriding factor in reducing the workforce will be the least qualified will be the first reduction in each classification (1.2.1-1.2.4). Seniority may be applied if employees hold the same qualifications and those with the least seniority will be laid off first within each classification
 - 5.2.2 <u>Bumping</u> Bumping another employee in a classification will be disallowed as it is the right of management to assign employees to positions based on qualifications and performance.
 - 5.2.3 <u>Layoff Notice</u> Employees to be laid off shall be given ten (10) work days' notice prior to the effective date of layoff.
 - 5.2.4 <u>Recall</u> When a position becomes open in a classification the Board reserves the right to recall employees on layoff based on qualifications and past performance. However, the Board also retains the right to fill the position with a new employee rather than one on layoff.
 - 5.2.5 <u>Rejecting Recall</u> An employee rejecting recall to a position or one with fewer hours shall be removed from the recall list and loses any chance to return to work. The recall rejection is in effect an employee resignation from the district.
 - 5.2.6 <u>Duration of Recall</u> The employer shall maintain reduced or laid off employees on a recall list for a period of one (1) year.

Article 6 Vacancies

- 6.1 <u>Posting</u> All vacancies shall be posted on the District webpage. Applications will only be accepted through the District application service. The postings will be open for a minimum period of five (5) working days. The posting shall contain the following information: position, duties, qualifications, and method of application.
- 6.2 <u>Qualifications</u> Vacant positions shall be filled with the best qualified applicant. Applications from all current employees shall be considered as well as external candidates.

Article 7 Assignments and Transfers

7.1 <u>Assignment</u> – The Board retains the right of assignment of all employees and the assignment right isn't contested through the grievance procedure.

- 7.2 <u>Involuntary Transfer</u> The Board reserves the right to transfer employees from one building to another or from one program to another for staffing needs, disciplinary reasons or due to personality conflicts.
- 7.3 <u>Temporary Assignment</u> Any employee required by his/her supervisor to temporarily assume the duties of another employee for more than five (5) working days will be notified in writing.
- 7.4 <u>Voluntary Transfer</u> Any employee who voluntarily transfers to a higher paid classification or occupation shall be placed at the step closest to that which produces a raise.

Article 8 Grievance Procedures

Any member of the Association may submit a grievance if there is cause to believe there is a violation of this Agreement. Grievances shall be processed in a timely and orderly manner as described in each step of the grievance procedure. Grievances must cite specific Articles of the Agreement that were allegedly violated: statements of fact upon which the alleged violation is based, and relief sought by the grievant. Timelines may be extended by a written mutual agreement. At each step, the grievant may be accompanied by a representative of the Association. Any expense incurred throughout the grievance procedure shall be borne by the party incurring them.

8.1 Step 1: Discussion:

A member with a grievance shall discuss it with his/her immediate supervisor within five (5) working days of the alleged violation.

8.2 Step 2: Written Form

If the grievance is not settled to the mutual satisfaction of both parties, the grievance must be reduced to writing, signed by the grievant and submitted to the grievant's immediate supervisor within five (5) working days following the date of Step 1 (discussion). The immediate supervisor shall respond in writing within five (5) working days after receipt of the written grievance.

8.3 <u>Step 3: Human Resource Level</u>

The written grievance and immediate supervisor's response shall be forwarded by the grievant to the Human Resource Director for discussion and determination. If the grievance is not settled to the mutual satisfaction of both parties the Human Resource shall respond in writing within 5 working days after receipt of the written grievance.

8.4 Step 4: Superintendent Level

If the determination of the immediate supervisor does not relieve the grievance it may be submitted to the Superintendent of Schools within five (5) working days after receiving the written disposition from the immediate supervisor. After investigating the facts of the matter and conferring with both parties, the Superintendent shall issue a written disposition of the grievance within ten (10) working days of receipt of the grievance from Step 2.

8.5 Step 4: Arbitration

No individual employee shall have the right to submit a grievance to Step (4). If the decision in Step 3 is unsatisfactory to the Association, the grievance may be submitted to arbitration by written notice within thirty (30) calendar days of the (3) disposition. The parties shall meet within fourteen (14) calendar days to mutually select an arbitrator.

- 8.6 <u>Exclusions</u> The following issues shall be excluded from the grievance procedure:
 - 8.5.1 The dismissal of a probationary employee.
 - 8.5.2 The substance of an employee's evaluation.
 - 8.5.3 Determination of an employee's qualifications.
 - 8.5.4 The privatization of the Association's classifications and assigned work.

Article 9 Work Schedules and Working Conditions

9.1 General Provisions

- 9.1.1 <u>Determining Hours</u> The daily hours, for all employees, shall be coordinated by the supervisor. This includes the starting and ending time, break times, and lunch times. The immediate supervisor shall provide a written work schedule to each employee specifying the hours to be worked.
- 9.2 <u>Notice of Change</u> Every effort will be made to provide advance notice to the employee of a change in assignment or building, recognizing that there may be events which preclude any advance notice.
- 9.3 <u>Electronic Communications</u> Telephone facilities shall be made available to staff for their personal use. Long distance calls of a personal nature shall not be charged to the school phone. Computers provided to employees by the district should be reserved for professional use. Personal cell phones should not be used during scheduled work time, unless conducting District business. The Internet, e-mail and other electronic media will be governed by Board guidelines and policy.
- 9.4 Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety or well-being. Employees shall report all unsafe conditions to their supervisor immediately.
- 9.5 Assigned Work Hours/weeks are listed on Table 1, Page 18

Article 10 Leave of Absence

10.1 Sick Leave:

10.1.1 Sick leave may accumulate to a maximum of 180 days for all classifications.

- 10.1.2 Sick leave may be used for personal illness of the employee, the employee's spouse, children, or parents and other individuals residing for an extended period of time in the employee's household. Use of sick leave for illness in the immediate family (spouse, child or parent) is not to exceed five (5) days per school year, except with the approval of the school administration.
- 10.1.3 Sick days shall be used in increments of full days or half days.
- 10.1.4 Sick leave provisions for all classifications are listed on Table 2, Page 19.
- 10.1.5 Sick Leave Donation Process (Page 21)
- 10.2 <u>Bereavement Leave</u> –Bereavement leave may be used due to a death in the immediate family. This leave for the immediate family isn't charged against accumulated sick leave. Immediate family includes parents, grandparents, children, grandchildren, brothers, sisters, aunts, uncles, in-laws, spouses and individuals residing for an extended period of time in the household. One of the allocated days may be used to attend the funeral of someone not in the immediate family. At the district's discretion, additional days may be granted. Bereavement days are not cumulative.
 - 10.2.1 Bereavement days shall be used in full or half day increments.
 - 10.2.2 Bereavement leave provisions for all classifications are listed on Table 2 (Page 19).
- 10.3 <u>Personal Days</u> These days are non-cumulative and are to be used with appropriate discretion. Requests for personal days must be to the supervisor ten (10) working days prior to the desired day off. Personal days are allocated as additional days above sick leave allocated days and may be rolled to sick leave if not used. June 01 is the deadline for submitting the form to roll the unused personal days to sick leave.
 - 10.3.1 Personal days shall be used in full or half day increments.
 - 10.3.2 Personal day provisions for all classifications are listed in Table 2 (Page 19).
- 10.4 <u>Leaves with Pay</u> Leaves of absence with pay not chargeable against the employee's allowance shall be granted for the following reasons:
 - 10.4.1 Absence for jury duty. The employee will be paid for the hours normally worked, less the per diem jury duty pay, not including mileage expense.
 - 10.4.2 Court appearance as a witness in any case connected with the employee's employment.
 - 10.4.3 Employees may use vacation days, compensating days or sick days if they are subpoenaed for non-work related court proceedings.
 - 10.4.4 Approved attendance at conferences, workshops, or in-service meetings related to the employee's work and approved by the supervisor.
- 10.5 <u>Leaves without Pay</u> Leaves of absence without pay may be granted upon the recommendation of the Superintendent to the Board of Education for a period not to exceed one (1) year. The employee must

file a letter of request with the Superintendent and list the reason for the leave and the length of time they will be off work. The following reasons are acceptable for an unpaid leave of absence:

- 10.5.1 The conditions at home require the employee to remain home.
- 10.5.2 Personal illness (with written verification by a physician) that exceeds the amount of sick leave accumulated.
- 10.5.3 Other requests deemed appropriate by the Superintendent
- 10.5.4 The employee shall not receive credit on the salary schedule for the unpaid leave time off, and seniority shall be frozen during such leaves.
- 10.6 Family and Medical Leave Act Parties agree to abide by the rules and regulations set forth in the Family and Medical Leave Act (Federal) of 1993. This section shall not be construed as limiting the right of a member to elect to substitute paid leave for unpaid leave in accordance with Section 102 (d) (2) of the aforementioned legislation. The employee must request FMLA to the Superintendent in writing with a reasonable time frame prior to taking leave. Once Human Resources has enough information to determine that an employee's leave request or extended absence from work qualifies as FMLA leave, it must be designated as FMLA leave.
- 10.7 <u>Medical Statement</u> Any employee absent for five (5) consecutive days or more shall be required to present to the supervisor, prior to returning to work, a statement from a Physician indicating that the employee's health is satisfactory to resume normal work duties. If the supervisor is in doubt about the employee's health and ability to perform their duties, the supervisor may send the employee to a Physician of his/her choice for further examination at the expense of the Board.
- 10.8 <u>Violations of Leave</u> All leaves are considered as time off for the reasons stated and necessary for the protection of the employee. Any employee who willfully violates or misuses this policy on leave with pay or who misrepresents any statements or conditions under this policy shall forfeit all pay for this stated period and any further rights under this policy unless reinstated in good standing by the supervisor. Violation of this leave policy may involve disciplinary up to and including termination/dismissal.

Article 11 Holidays

- 11.0 Employees shall be paid but not required to work on the listed days for each employee classification. The employee must work the scheduled day before and the first scheduled workday after the holiday to qualify for holiday pay. Employees may use vacation days or personal days prior to or immediately after holidays with supervisor approval. Employees that call in sick on the scheduled day before or the first scheduled day after the holiday are not eligible for holiday pay, unless approved by the Supervisor. If a holiday falls on a weekend then the day will be taken on a non-instructional day designated by the business office (i.e. Christmas Eve is on Friday and Christmas Day is on Saturday; employees would be off on Friday for Christmas Eve and off on Monday for Christmas Day.
 - 11.1.0 Holiday provisions for all classifications are listed on Table 2 (Page 19).

Article 12 Vacations

- 12.1 Vacation days are allocated to employees based on classification and categories listed on Table 3, Page 20.
- 12.2 New Employees: If an employee is board hired after 01 July, his/her vacation time will be prorated and may be used in the current year.
- 12.3 Vacation days should be used in the contract year in which they are granted. Fifty (50) percent of earned days may be carried over until 31 August, following the end of the school year (07/01 06/30) in which the days were to be used, unless an extension is granted by the Supervisor.
- 12.4 Vacation days are prorated upon retirement.
- 12.5 Unused vacation days will not be paid out to employees that terminate employment.

Article 13 School Delayed Days and Inclement Weather/Emergency Closure Days

- 13.1 <u>Inclement Weather Days</u> An Inclement Weather/Emergency Closure day is defined as a day in which children are not brought to school due to conditions, such as weather or other emergency situations.
 - 13.1.2 Employees are expected to report to work on Inclement Weather Days. However, employees may use vacation, sick, or personal days for compensation, unless denied by the department head or supervisor due to necessity.
- 13.2 <u>Delayed School Days</u> School starting time is delayed because of weather or other conditions that impede the regular starting time to be followed. A school delay day is defined as a delay that is two (2) or more hours in duration.
 - 13.2.1 Employees shall report to work as scheduled.

Article 14 Workers Compensation

- 14.0 Workers compensation guidelines
 - 14.1 <u>Injury/Accident Reporting</u> An employee injured on the job shall report such injury at once to the immediate Supervisor and the Administration Office immediately following the injury. All reports must be filed at the Administration Office as soon as possible after the incident has occurred but no later than the next working day.

- 14.2 <u>Reporting Earnings</u> Should an employee injury require loss of time and earn the employee workers compensation benefits, said compensation shall be reported, by the employee, to the administration office immediately upon receipt.
- 14.3 <u>Limits</u> --When legally possible an employee will be compensated under the workers compensation law rather than the employee's accumulated sick leave. Should workers compensation be less than the employee's regular wage, the difference may be made up through available sick leave benefits.
- 14.4 <u>Time Counted</u> The time the employee spends waiting for and receiving medical treatment shall be counted as hours worked if treated at place of work or at the employer's direction, during the workday, on the day of the injury.

Article 15 Retirement Benefit

- 15.0 <u>Eligibility</u>-Retirement severance is only available to support staff members that:
 - 15.0.1 Have been employed by the District fifteen (15) or more years.
 - 15.0.2 Are eligible to retire under the MSPERS (Michigan Public School Employees Retirement System).
 - 15.0.3 Are in good standing with the District at the time of their retirement.
- 15.1 <u>Retirement Benefits</u> –Upon Retiring from the employment with the District, eligible support staff members will receive the following monetary amounts based on the number of sick days accrued:

Sick Days Accumulated	Amount Per Day	Range of Dollar Amounts
1-50	\$15.00	\$15 - \$750
51-75	\$20.00	\$1,020 - \$1500
76-100	\$25.00	\$1,900 - \$2,500
101-150	\$30.00	\$3,030 - \$4,500

- Payment shall be made in the form of non-elective employer contribution to a 403(b) plan account or cash.
- 15.3 Employees who voluntarily terminate employment from the district are not eligible for retirement benefits or any type of severance payment.

Article 16 Mileage Reimbursement

16.0 All bargaining unit members will be paid the IRS mileage reimbursement rate when using a personal vehicle for district business

Article 17

Compensation/Wages

- 17.0 Wage schedules for employees are listed on pages 22-25.
- 17.1 Steps are not the equivalent to years of service but are assigned by the Central Office.

17.2 All Classifications

- 17.2.1 All bargaining unit members will be paid overtime at time and one half, for all work over forty (40) hours per week, when approved by the immediate supervisor.
- 17.2.2 Bargaining unit members will be paid double time for hours worked on holidays or Sunday when approved by the supervisor. This is provided that these days aren't part of the employee's regular work schedule.
- 17.2.3 Any employee called in to work at any time other than his/her regular shift will receive a minimum of two (2) hours payment.
- 17.2.4 Any employee who is asked to work on Sunday or holidays will receive double his/her normal hourly rate for the time worked.
- 17.2.5 Any employee scheduled to work less than 30 hours per week and who volunteers to work a weekend event will be paid at time and one half.

17.3 Differential Pay:

17.3.1 Maintenance Classifications

- 17.3.2 A differential pay rate of \$2.00 per hour will be paid for employees in the maintenance classification who hold a current professional occupation license or skilled trades license from the State of Michigan. The Executive Director of Operations and Transportation will verify and approve licensing credentials.
- 17.3.3 A differential pay rate of .35 cents per hour will be paid for employees working in the maintenance or grounds classification that hold both a CDL and Pesticide Application Certification.
- 17.3.4 Premium Pay at 20 Years of Service. Unit members will receive a .25 cent per hour wage premium after completing 20 years of satisfactory service with the district. It is the responsibility of the employee to complete the Request for Wage Premium form prior to their anniversary date. The premium will only be added to an employee's wage once the form is received. Forms received after the anniversary date will be processed during the next pay period and are not retroactive to the anniversary date.

Article 18 Benefits

- 18.0 <u>Health Insurance</u> Employees are eligible for health insurance upon hire. The employee will pay the premium difference between the actual premium cost and the "hard cap" that they qualify and select. The premium contribution by the employee will be payroll deduction over nineteen (19) pay periods and will be with pre-tax dollars as per the District's Section 125 Plan. Health Benefit allocations are listed in Table 4, Page 20.
 - 18.0.1 The Board shall pay up to the premium as permitted by State law for the "hard cap". The "hard cap" is for the duration of this agreement and will be adjusted annually (01 January) as per State guidelines.
 - 18.0.2 Employees selecting an insurance plan in which the yearly premium amount is less than the hard cap amount may elect to have the difference placed in the HSA associated with that plan.
- 18.2 Dental Insurance The Board will offer dental insurance to eligible employees. Any employee contribution may be with pre-tax dollars through the District's Section 125 Plan. The employee's premium payments will be made through payroll deductions for 19 pay periods.
- 18.3 Vision Insurance The Board will offer vision insurance to eligible employees. Any employee contribution may be with pre-tax dollars through the District's Section 125 Plan. The employee's premium payments will be made through payroll deductions for 19 pay periods.
- 18.4 <u>Cash-in-Lieu Of</u> CILO is an amount of money allocated to an employee for their forfeiture of their medical, vision, and dental benefits.
 - 18.6.1 Any qualifying employee will be paid CILO over 19 pay periods.
 - 18.6.2 Once an employee selects CILO they may not change to health insurance for that fiscal year, unless there is a qualifying event as determined by IRS guidelines.
 - 18.6.3 The maximum CILO entitlement for employees is \$3,515.
- 18.5 Certain employees are not eligible for medical insurance benefits. Notwithstanding these eligibility rules, if such an employee is credited with 30 or more hours of service per week during a measurement period, the Board reserves the right to offer medical insurance benefits to the employee to the extent necessary to avoid or reduce the employer's shared responsibility payments under the Affordable Care Act. This rule shall apply beginning as of the Board's 2015 effective date with respect to the shared responsibility provisions of the Affordable Care Act.
- 18.6 Those employees who qualify for single subscriber insurance have the ability to purchase family insurance provided that their earnings are sufficient to pay for the additional premium expense. Failure to pay the associated premium will result in termination of the enhanced plan.

Article 19 Additional Provisions

19.1 Custodian Part-Time Provisions:

19.1.1 Custodians-Part Time- will be provided with shirts, shorts/pants, and shoes to be worn at work, not to exceed \$125 each per school year. These shirts, with the school name, will be worn when at work so that the employee is easily identified by students, staff, and the public. Any purchase must follow department procedure. Receipts for purchasing the above items must be submitted by 15 April of the school year or the reimbursement will be made after 01 July of the next school year. Purchases must follow uniform guidelines.

19.2 Custodian and Maintenance Provisions:

- 19.2.1 <u>Uniforms</u> Employees will be provided with uniform/shoes to be worn at work, not to exceed \$250 per school year (07/01 06/30). The uniforms provided by the school district will have the approved CCS logo. Grounds and maintenance employees will receive up to \$110 for a coat with the school logo every two years (next scheduled year is 2020-2021). The style of the coat must be the same for all eligible personnel and must be approved by the Executive Director of Transportation and Operations. Receipts for purchasing uniforms/shoes/ coats must be submitted by 15 April of the school year or reimbursement will be included in the following year (after 01 July).
- 19.2.2 <u>Tool Allowance</u> An annual tool allowance will be afforded to employees assigned to the Maintenance classification in the amount of \$1200. Upon termination of employment the tools will remain the property of the employee. Employees' purchases must be pre-approved by the Supervisor. This amount is non-accumulative and the Board is not responsible for loss or damage of tools purchased by the employee.

Article 20 Education Fund

- Any support staff employee that works an average of 35 hours per week will qualify for a maximum of \$500.00 tuition reimbursement. The reimbursement can be used for college credit courses or certification programs offered by non-college institutions.
- 20.2 Courses must be pre-approved by the immediate supervisor and the classes must be related to the employee's assigned position.
- 20.3 An employee will be reimbursed for the tuition once they submit their grades and evidence of tuition payment.
- 20.4 Employees are eligible for reimbursement once each fiscal year (June 30 to July 1).

Article 21 Continuity of Operations

- 21.1 No Strike During the terms of this Agreement, neither the Association nor any person acting in its behalf, nor any individual employee will cause, authorize, support or take part in any strike (i.e., the concerted failure to report to work, or willful absence of any employee from his/her position or stoppage of work or the employee's duties of employment) for any purpose whatsoever. It is further agreed the Association will not place a sanction itself and will not request any other organization to place a sanction of any form on the Caledonia Schools.
- 21.2 No Reprisals The Association will not support the action of any employee taken in violation of this Article, nor will it directly or indirectly take reprisals of any kind against an employee who continues or attempts to continue the full, faithful and proper performance of contractual duties or who refuses to participate any of the activities of the Article.
- 21.3 <u>Violation by Association</u> In the event the Association or any employee(s) or both violate the intent of this Agreement the Association shall be held liable for any and all damages and/or expenses incurred or suffered by the Board. Further, any employee involved in the violation of this Article may be subject to disciplinary action.
- 21.4 <u>Violation by Board</u> In the event the Board violates the intent of this Article, the Board shall be held liable for any and all damages and/or expenses incurred or suffered by the Association.
- 21.5 <u>No Lockout</u> During the life of this Agreement, the Caledonia Board of Education will not "lockout" any member of the Association in any school of the Caledonia School District.
- 21.6 <u>Negotiations</u> The Association and the Administration will meet sixty (60) calendar days prior to the expiration of the Agreement to mutually design a meeting schedule for negotiations.
- 21.7 <u>Evaluations</u> Each employee will be evaluated annually prior to June 30. The evaluation form and process will follow district guidelines and those mandated by the State.

Article 22 Duration

This Agreement shall be effective upon ratification and shall continue in effect for three (3) years 01 July 2023 until 30 June 2026. The Agreement shall not be extended orally and it is expressly understood that it shall expire on the date here indicated. However, upon mutual consent of both parties to the Agreement, renegotiation of part or all of this Agreement may take place at any time during the term of this contractual agreement.

Board Repr	resentatives	Association Representatives		
Marcy White	Marcy White BOE President			
Marcy L. Sphide	6-27-23	Tel J	7/12/23	
Jason Saidoo	BOE Treasurer	4	** (
1/m /mln	6-27-23	Kladu Horre	7-12-23	
Darrell Kingsbury	Assistant Superintendent			
Roull King	iks 27 Jul 23			
Sara Devries	Chief Financial Officer			
Dura Dernie	1 6-27-23			

Article 23 Agreement Details

2023-2024	2024-2025	2025-2026
 Compress scales to 15 Steps transition for unit members .25 cents differential after 20 years of service Increase skilled maintenance differential by .50 cents Increase tool allowance by \$100 	• 1.3 Scale Average	• 1.3 Scale Average

	Table 1									
	Assigned Hours and Days									
	Classification	Hours Day	Hours Week	Hours Year	Days Year	Leave Time Hours				
1.2.1.0	PAC Support	5.50	27.5	1045	190	5.50				
1.2.1.1	Custodian Part-Time	5.75	28.75	1150	200	5.75				
1.2.1.2	Custodian	5.75	28.75	1265	220	5.75				
1.2.1.3	Custodian Lead	8	40	2080	260	8				
1.2.1.4	Custodian Head	8	40	2080	260	8				
1.2.1.6	Complex Custodian	8	40	2080	260	8				
1.2.1.7	Grounds	8	40	2080	260	8				
1.2.2.1	Maintenance	8	40	2080	260	8				
1.2.3.1	PAC Coordinator	8	40	2080	260	8				

Assigned Hours and Days Defined

Hours per Day = Maximum number of hours to be worked each day Hours per Week = Maximum number of hours to be worked each week Hours per Year =

Maximum number of hours to be worked July 1 to June 30

Holiday and Leave Time Defined

- (1) Leave time, if applicable, is included in the work schedule of all classifications assigned to work 2080 hours per year. Leave time will be paid in the hourly increments listed in Table A at the normal rate of pay.
- (2) Leave time, if applicable, is <u>not</u> included in the work schedule of all classifications working less than 2080 hours per year. Leave time will be paid in the hourly increments listed in Table A at the normal rate of pay.
- (3) Leave time = Vacation Days, Personal Days, Holidays, Sick Days, Bereavement Days

Table 2						
Paid Leave Time/Holiday						
	Classification	Sick	Bereaveme	Personal	Holidays	
		Days	nt	Day		
			Days			
1.2.1.0	PAC Support	7	5	2	8	
1.2.1.1	Custodian Part Time	7	5	2	8	
1.2.1.2	Custodian	7	5	2	8	
1.2.1.3	Custodian Lead	10	5	2	9	
1.2.1.4	Custodian Head	10	5	2	10	
1.2.1.6	Complex Custodian	10	5	2	10	
1.2.1.7	Grounds	10	5	2	10	
1.2.2.1	Maintenance	10	5	2	10	
1.2.3.1	PAC Coordinator	10	5	2	10	
	8 Holidays	9 Holidays		10 H	Holidays	
	Labor Day	July 4 th		Jı	ıly 4 th	
Th	anksgiving Day	Labor Day		Labor Day		
Day A	After Thanksgiving	Thanksgiving Day		Thanks	giving Day	
	Christmas Eve	Day after		Day after Thanksgiving		
C	Christmas Day	Thanksgiving		Chris	tmas Eve	
N	ew Year's Eve	Christ	mas Eve	Chris	tmas Day	
N	New Year's Day		nas Day	New Y	Year's Eve	
l N	Iemorial Day	New Yo	ear's Eve	New Y	lear's Day	
		New Year's Day		Friday B	efore Spring	
		Memo	rial Day	E	Break	
			224	Mem	orial Day	

		Tabl Vacation C		
Classification Category				Category 1
1.2.1.0	PAC Support	1		No Benefit Offered
1.2.1.1	Custodian Part-Time	1		Cata assert 2
1.2.1.2	Custodian	2		<u>Category 2</u> <u>Days Granted</u> Service Years
1.2.1.3	Custodian Lead	2		5 0-4 Years
1.2.1.4	Custodian Head	3		10 5-6
1.2.1.6	Complex Custodian	3		15 7+
1.2.1.7	Grounds	3		
1.2.2.1	Maintenance	3		Category 3
1.2.3.2	PAC Coordinator	3		Days Granted Service Years 10 0-4 Years
Example: En	mployee Hired July 1, 2021			10 0-4 Years 15 5-6
10 Days grar	nted upon hire			20 7-15
15 Days gran	nted after serving 4 years			25 16+
20 Days gran	nted after serving 6 years			
25 Days gran	nted after serving 15 years			
Example: En	nployee Hired January 1, 2	2022		For vacation purposes, the first service year
5 Days granted upon hire (Prorated) (Year 1)				will be the contract year of hire. For example,
10 Days granted year 2				Employee A is hired in December 2020. "A"
15 Days granted after serving 4 years				is eligible for 5 vacation days to be used before
20 Days gran	ited after serving 6 years			June 30. On July 1, 2020, employee A will be
25 Days gran	ited after serving 15 years			eligible for 10 vacation days.

		Table 4 Benefit Le	
Cl	assification	Level	<u>Level 1</u>
1.2.1.0	PAC Support	1	No Benefits Offered
1.2.1.1	Custodian Part-Time	1	
1.2.1.2	Custodian	2	<u>Level 2</u>
1.2.1.3	Custodian Lead	2	Single Subscriber Health, Dental, and
1.2.1.4	Custodian Head	3	Vision Insurance
1.2.1.6	Complex Custodian	3	Cash In-Lieu Of = $$3,515$
1.2.1.7	Grounds	3	
1.2.2.1	Maintenance	3	Level 3
1.2.3.1	Fleet Coordinator	3	Full Family Health, Dental and Vision
4			Insurance
			Life Insurance = \$45,000
			Cash In-Lieu Of = $$3,515$

Sick Leave Donation (Article 10.1.3)

Purpose

All employees covered by this agreement may participate in the sick leave donation process or (SLD). The Sick Leave Donation process is intended to complement other provisions of this Agreement for the purposes of personal illness/injury and disability. The purpose of this process is to assist employees that have exhausted the days in his/her accumulated sick leave bank and bridge the time/days to eligibility for long term disability. The SLD is not a substitute for purchasing short term disability insurance.

Eligibility:

- Members must have exhausted all days in his/her accumulated sick leave bank, including days credited for the current school year.
- Sick days requested are to be used for long term, extended serious medical conditions which must require a doctor's verification statement.
- Non-critical medical conditions will not be considered for Sick Leave Donation.
- The District's Human Resource Director will review each request and make the final determination for eligibility.

Request Process:

- Members shall submit requests electronically to the Human Resource Director. The request must include a physician's statement along with the purpose of the request and anticipated length of absence.
- The Human Resource Director will make a final determination of acceptance or denial.
- The Human Resource Director will communicate the final decision to the member.
- A unit member is eligible for no more than 20 donated sick days per request.

Donation Process:

- The Human Resource Director will distribute an electronic donation form to the bargaining unit members in the building where the requestor works. If the approved number of days is not received at the building level the request will be sent to unit members in all buildings.
- Unit members may donate up to 2 sick days per contract year.
- Members must have accumulated at least twenty (20) sick days in order to SLD.

Wage Scales

Custodial Part-Time and Summer Lawn Care						
22-23 Step Column (A)	23-24 Step Column (B)	New 23/24 Steps	23-24	24-25	25-26	
1	2	1	15.15	15.40	15.66	
2	3	2	15.50	15.75	16.01	
3	4	3	16.00	16.25	16.51	
4	5	4	16.25	16.50	16.76	
5	5	5	16.75	17.00	17.26	
6	6	6	17.00	17.25	17.51	
7	7	7	17.25	17.50	17.76	
8	8	8	17.50	17.75	18.01	
9	9	9	17.75	18.00	18.26	
10	10	10	18.00	18.25	18.51	

STEP Transition:

Moving from a 20 step to 15 step scale requires some staff members to be placed on a different step beginning with the 23-24 school year. To determine your new step placement look for your current step in column A. Move to the adjacent cell in column B and this indicates the step you will be placed on

Custodian/Custodial Lead					-	
22-23 Step Column (A)	23-24 Step Column (B)	New 23/24 Steps	23-24	24-25	25-26	
1	6	1	16.25	16.50	16.75	
2	7	2	16.50	16.75	17.00	
3	7	3	16.75	17.00	17.25	
4	8	4	17.00	17.25	17.50	
5	8	5	17.25	17.50	17.75	
6	8	6	17.50	17.75	18.00	
7	9	7	18.00	18.25	18.50	
8	9	8	18.25	18.50	18.75	
9	10	9	18.50	18.75	19.00	
10	10	10	18.75	19.00	19.25	
11	10	11	19.25	19.50	19.75	
12	11	12	19.50	19.75	20.00	
13	11	13	19.75	20.00	20.25	
14	11	14	20.00	20.25	20.50	
15	12	15	20.25	20.50	20.75	
16	12	STEP Transition Moving from a 2		scale requires	some staff	
17	12	Moving from a 20 step to 15 step scale requires some staff members to be placed on a different step beginning with the 23-24 school year. To determine your new step placement look for your current step in column A. Move to the adjacent cell in column B and this indicates the step you will be placed on.				
18	13					
19	14	Column B and th		Stop you will be I	oldood off.	
20	15					

Custodian-Head/PAC Coordinator/Grounds						
22-23 Step Column (A)	23-24 Step Column (B)	New 23/24 Steps	23-24	24-25	25-26	
1	5	1	19.00	19.25	19.50	
2	6	2	19.25	19.50	19.75	
3	7	3	19.50	19.75	20.00	
4	7	4	19.75	20.00	20.25	
5	8	5	20.00	20.25	20.50	
6	8	6	20.50	20.75	21.00	
7	9	7	20.75	21.00	21.25	
8	10	8	21.00	21.25	21.50	
9	10	9	21.25	21.50	21.75	
10	10	10	21.75	22.00	22.25	
11	11	11	22.00	22.25	22.50	
12	11	12	22.25	22.50	22.75	
13	11	13	22.50	22.75	23.00	
14	11	14	22.75	23.00	23.25	
15	12	15	23.00	23.25	23.50	
16	13	STEP Transition: Moving from a 20 step to 15 step scale requires some staff				
17	13	members to be placed on a different step beginning with the 23-24 school year. To determine your new step placement look for your current step in column A. Move to the adjacent cell in column B and this indicates the step you will be placed on.				
18	14					
19	15					
20	15					

Maintenance					
22-23 Step Column (A)	23-24 Step Column (B)	New 23/24 Steps	23-24	24-25	25-26
1	4	1	22.50	22.75	23.00
2	5	2	22.75	23.00	23.25
3	6	3	23.00	23.25	23.50
4	6	4	23.25	23.50	23.75
5	6	5	23.50	23.75	24.00
6	7	6	24.00	24.25	24.50
7	8	7	24.25	24.50	24.75
8	9	8	24.50	24.75	25.00
9	9	9	24.75	25.00	25.25
10	10	10	25.00	25.25	25.50
11	10	11	25.50	25.75	26.00
12	10	12	25.75	26.00	26.25
13	11	13	26.00	26.25	26.50
14	11	14	26.25	26.50	26.75
15	12	15	26.50	26.75	27.00
16	12	STEP Transition: Moving from a 20 step to 15 step scale requires some staff			
17	13	members to be placed on a different step beginning with the 23-24 school year. To determine your new step placement look for your current step in column A. Move to the adjacent cell in column B and this indicates the step you will be placed on.			
18	13				
19	14				
20	15				