AGREEMENT

BETWEEN

THE PUBLIC SCHOOLS OF CALUMET,
LAURIUM & KEWEENAW

AND

THE CALUMET SCHOOL EMPLOYEES UNIT

OF LOCAL 226

2021-2024

AGREEMENT

This Agreement entered into on the 1st day of July, 2021 between the Public Schools of Calumet, Laurium & Keweenaw (hereinafter referred to as the "EMPLOYER") and the Calumet School Employees unit of Local 226, affiliated with Council 25 of the International Union of the American Federation of State, County, and municipal Employees, AFL-CIO, (hereinafter referred to as the "UNION").

A. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged practices, 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 I
RECOGNITION

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 with respect to rates of pay, wages, hours and other conditions of employment for the term of this Agreement for all custodians, mechanics, maintenance and food service personnel defined herein, but excluding the head custodian and Food Service Director.

ARTICLE II
DEFINITION OF EMPLOYEES

The terms "employee" and "employees" as used in this Agreement shall mean a regular employee or regular employees within the bargaining unit represented by the Union, except for temporary and part-time employees who are excluded from the bargaining unit.

The term "temporary employee" as used in this Agreement shall mean an employee whose employment is either full or part-time but limited in duration to not more than ninety (90) days of work or is established for (1) a specific project (2) the purpose of relieving regular staff members who are absent due to illness, leave of absence or vacation, or, (3) augmenting the regular staff to meet the requirements of the system. The administration will inform the Union of the status of all new employees.

The term "part-time employee" shall mean an employee scheduled to work not more than twenty (20) hours per week regularly as a custodian. The 20 hours per custodian may be increased by 25% if mutually agreed upon by management and union to meet the needs of the district.

The employer agrees to keep part-time employment at a minimum.

The term "regular employee" shall mean an employee who fills an established position and who is not a probationary or temporary replacement, the position being scheduled by the employer to continue indefinitely.

ARTICLE III
MANAGEMENT RIGHTS

The Union recognizes that the employer has the responsibility and authority to manage and direct, in behalf of the public all the operations and activities of the school district to the full extent authorized by law. It is expressly recognized, merely by way of illustration that such rights and functions include, but are not limited to (1) full and exclusive control of the management of the school system, the supervision of all operations, the methods, processes and means of performing any and all work, the control of the property and the composition, assignment, direction and determination of the size of its working force; (2) the right to hire, schedule, promote, demote, transfer, release and lay-off employees; and the right to suspend, discipline and discharge non-probationary employees for cause, and otherwise to maintain an orderly, effective and efficient operation except as is expressly abridged or limited by the terms of the agreement.

ARTICLE IV
AID TO UNIONS

As it relates to "aid to unions", the parties subscribe to Michigan Public Act 379 of the Public Acts of 1965.

It is agreed that neither the Union or the Employer will intimidate or coerce any employee in regard to Union membership or activity and further that there shall be no solicitation of non-bargaining Union employees for Union membership or dues on Employer's time.

ARTICLE V
CHECK-OFF OF UNION DUES

(a) Payment by Check-Off:

Employees shall tender the initiation fee and monthly membership dues by signing the Authorization for Check-Off of Dues form.

Check-Off Forms: During the life of this Agreement, and in accordance with the terms of the Form of Authorization of Authorization of Check-Off of Dues hereinafter set forth, the Employer agrees to deduct union membership dues levied in accordance with the Constitution and By-Laws of the Union from the Check-Off of Dues form as provided by the Union.

(b) When Deductions begin:

Check-Off deductions under all properly executed Authorization for Check-Off of Dues forms shall become effective at the time the application is signed by the Employee and shall be deducted from the ____ pay of the month and each month thereafter.

(c) Remittance of Dues to Financial Officer:

Deductions for any calendar month shall be remitted to the designated financial officer of the council with a list for whom dues have been deducted as soon as possible after the _____ day of the _____ month.

(d) Termination of Check-Off:

An employee shall cease to be subject to Check-Off deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

(e) Disputes Concerning Membership:

Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the Local Union, and if not resolved may be decided at the final step of the grievance procedure.

(f) The Employer shall not be liable to the Union for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by the employee.

(g) The Union shall indemnify and save the Board harmless against and from any and all claims, demands, or other forms of liability that may arise out of or by reason of complying with this provision.

(h) The employer agrees to deduct from the wages of any employee who is a member of the union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision to the Union together 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.

ARTICLE VI
STEWARDS AND ALTERNATES

The number of stewards shall be as mutually agreed upon by the Employer and the Union. The Union will furnish the Superintendent of Schools with the names of its authorized representatives and such changes as may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of the individual representatives of the Union with which it may be dealing. The Employer agrees in return through the Office of the Superintendent to keep the Union advised as to its representatives.

There shall be three (3) Union stewards; one representing the custodial employees, one representing all food service employees and one representing the mechanic.

ARTICLE VII
GRIEVANCE PROCEDURE

A. Definitions

1. A grievance shall be defined as an alleged violation, misapplication or misinterpretation of the expressed terms and conditions of this contract.

2. An "Aggrieved person" is the person or persons making the claim.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

4. The discipline and discharge of probationary employees shall not be the basis of any grievance filed under the procedure outlined in this Article.

5. A "working day" is a day when the Superintendent's Office is open for business.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible supervisory level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

2. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with his immediate supervisor and having the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement and the steward is provided the opportunity to be present at the time of adjustment.

C. Procedure

Since it is important the grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. If appropriate action is not taken within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified may, however, be extended by mutual agreement.

1. Level One

a. An employee with a grievance will within ten (10) working days after its alleged occurrence or within that period of time which a reasonable person would have become aware of it, discuss it verbally with his/her supervisor. Or, in the absence of his/her supervisor, at the next supervisory level either directly or through the Union Steward, with the objective of resolving the matter informally.

If the employee is not satisfied with the oral discussion, he/she may file the grievance in writing with his/her Union Steward within five (5) working days after the oral discussion. The Union Steward will then file the grievance with the supervisor on the Grievance Report Form within ten (10) working days, at which point the grievance becomes formal.

2. Level Two

The employee may file the grievance in writing with his steward within five (5) working days after the decision at Level One or fifteen (15) working days after the grievance was presented at Level One, whichever is sooner. Within five (5) work days after having received the written grievance, the steward will refer it to the Superintendent of Schools.

Within five (5) work days after receipt of the written grievance by the Superintendent, the Superintendent or his/her designee may meet with the aggrieved person and his steward in an effort to resolve it.

If an employee does not file a grievance in writing with the steward and the written grievance is not forwarded to the Superintendent within thirty (30) work days after the employee knew of the act or condition on which the grievance is based, then the grievance is considered as waived.

3. Level Three

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within five (5) work days after the grievance was received by the Superintendent, or if no meeting has been held, he/she may file the grievance in writing with the steward within five (5) work days or fifteen (15) work days after he/she has first met with the Superintendent, whichever is sooner. Within five (5) work days after receiving the grievance the steward will refer it to the Board or its designee. Within ten (10) work days after receiving the written grievance, a committee of the Board will meet with the aggrieved person and the Unit Chairman for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Three will, however, be rendered by the full Board.

4. Level Four

In the event the union council wishes to carry the grievance further it shall within thirty (30) working days from the date of the employer's last answer of Step 3 meet with the employer for the purpose of attempting to select an arbitrator. In the event they cannot agree on an arbitrator within five (5) work days from the meeting called for that purpose, then an arbitrator shall be selected from a list of five (5) submitted by the Michigan Employment Relations Commission. Both the employer and the union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name, and the other party shall then strike one name, and the process will be repeated. The remaining person shall be the arbitrator.

The arbitrator so selected will confer with the parties and hold hearings promptly and will issue his/her decision not later than thirty (30) work days from the date of the close of the hearing. The arbitrator's decision shall be in writing and will set forth his findings of fact reasoning and conclusions on the issues submitted.

The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this agreement.

His/Her authority shall be limited to deciding whether a specific article and section of this agreement has been violated.

The decision of the arbitrator, if within the scope of his authority as above set forth, shall be final and binding.

The arbitrator's fee and other expenses of arbitration shall be divided equally between the parties. Each party shall bear his own expense in connection therewith.

D. Rights of Employees to Representation

1. No reprisals of any kind will be taken by either party as a result of having participated in the grievance procedure.

2. Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choice.

E. Miscellaneous

1. In the event that any Union steward or officer is a party in interest to any grievance, he/she shall disqualify himself and a substitute will be named by the Union.

2. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents will be

filed on approved forms and given appropriate distribution to the Union Steward.

ARTICLE VIII
DISCHARGE AND DISCIPLINE

Notice of discharge or discipline. The employer agrees promptly upon the discharge or discipline of an Employee to notify in writing the Steward and Chapter Chair in the district of the discharge or discipline.

The discharged or disciplined employee will be allowed to discuss his/her discharge or discipline with the Steward of the district and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or his/her designated representative, will discuss the discharge or discipline with the Employee and the Steward.

Appeal of Discharge or Discipline. Should the discharged or disciplined Employee or the Steward consider the discharge to be improper, a complaint shall be presented in writing through the Steward to the Employer within five (5) regularly scheduled working days of the discharge or discipline. The Superintendent will review the discharge or discipline and give its answer within five (5) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the Level Three grievance procedure.

Use the Past Record. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously. After the contract year 1985-86, the employer will not take into account any prior infractions which occurred more than three (3) years previously.

This Article only applies to non-probationary employees.

ARTICLE IX
SENIORITY

The Employer and the Union hereby accept the concept of seniority or length of service. It is agreed that length of service means the period of employment with the Employer beginning with the latest date of hiring.

A. Seniority Lists

1. The seniority lists on the effective date of this Agreement will show the names, job titles and hiring date of all employees of the Bargaining Unit entitled to seniority within their classification and shall also include a listing of the probationary employees, even though they do not have seniority.

2. Seniority rights shall be on a district wide basis.

3. Seniority shall not be affected by race, sex, age, marital status, or dependents of the employee.

4. Seniority will commence for a regular employee from date of original employment within their classification on a probationary status and shall be specifically set forth on the seniority list at the time the person becomes a regular employee of that classification.

B. Loss of Seniority

An employee shall lose his/her seniority and status as an employee if:

1. He/She quits.

2. He/She retires

3. If discharged and the discharge is not reversed through the grievance procedure.

4. He/She is absent for two (2) consecutive working days without notifying the Employer except when the failure to notify is due to circumstances beyond the control of the employee.

5. He/She does not return to work within ten (10) work days when recalled from layoff except when failure to return is due to circumstances beyond the control of the employee.

6. He/She fails to return from sick leave or a leave of absence within five (5) working days after termination of his/her leave,

except when failure to return is due to circumstances beyond the control of the employee.

C. Seniority of Stewards.

In the event of a layoff only, the Unit Chairman shall continue to be employed as long as jobs remain in their classification requiring their services. Stewards shall, in the event of a layoff, be credited with one (1) year of additional seniority with regard to job retention, providing that they have the ability to do the work available.

D. Probationary Employees

An employee is a probationary employee for his first one hundred twenty (120) days of work. The one hundred twenty (120) day probationary period shall be accumulated within not more than one (1) year. Upon satisfactory completion of the probationary period, the employee should be credited with one hundred twenty (120) days length of service and it should be so entered on the seniority list.

The Union will represent probationary employees for the purpose of this Agreement, excepting that there shall be no seniority among probationary employees and their retention as employees will be strictly within the discretion of the Employer.

E. The Union shall indemnify and save the Board harmless against and from any and all claims, demands, or other forms of liability that may arise out of or by reason of complying with this provision.

ARTICLE X
SHIFT PREFERENCE

The Employer will, upon written request, make shift assignments on seniority within classifications as vacancies occur.

ARTICLE XI
LAYOFF PROCEDURE

When in the Board's determination a layoff of personnel becomes necessary, the following procedure will apply.

A. Employees with the least seniority in their classification will be removed first, provided that those remaining have the ability to do the work which is available.

B. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notification of layoff. The Employer will notify the Union of such layoff on the same date that he/she notified the employee.

ARTICLE XII
RECALL PROCEDURE

When employees are recalled from layoff, the employees with the greatest seniority shall be recalled in order of length of service (seniority) provided they have the ability to do the work that is available. Notice of recall should be sent to the employee at his last known address.

For the purpose of layoff and recall procedures "ability to do the work" means that the employee can competently perform the work in question in the classification.

Employees will receive a minimum of 10 working days' notice of recall. Failure to return shall be considered a voluntary resignation. Exceptions may be made by mutual agreement between the Union and the School District.

Recall rights are restricted to non-probationary employees and only for a period of 42 months from the effective date of layoff.

ARTICLE XIII
TRANSFERS

If an employee is transferred to a position under the Employer not included in the unit and is thereafter transferred again to a position within the unit, he/she shall have accumulated seniority while working in the position to which he/she was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

ARTICLE XIV
VACANCIES

Vacancies within the classifications of the bargaining unit should be made on the basis of seniority, providing the employee with the most seniority has the ability to do the work.

For the purpose of vacancies "ability to do the work" means that the Employee can competently perform the work in question.

Job vacancies will be posted in all school buildings for a period of five (5) working days, and interested employees should apply within the five (5) working days posting period. The senior employee applying for the vacancy and who has the ability to do the work shall be given an opportunity for a one-week trial period to determine: (1) his/her desire to remain on the job, and (2) his/her ability to perform the job during the one (1) week trial period. If during the one week trial period the employee is unsatisfactory in the new classification, he/she shall revert to his/her former classification and notice and reason shall be submitted to the Union in writing by the Employer with a copy to the employee.

During the trial period, employees shall receive the rate of the classification to which they have been assigned.

ARTICLE XV
LEAVES OF ABSENCE

Leaves of absence up to three (3) calendar months without pay may be granted in cases of need without loss of acquired seniority. Leaves may be granted for such reasons as settlement of an estate, personal injury or disability, serious illness of a member of the immediate family, temporary termination of the employees' work or an extended trip, but not for the purpose of obtaining employment elsewhere or for self employment.

Leaves of absence for such cases as listed above may be extended for additional periods, but the total leave time should not exceed one (1) year.

A. An employee who loses time from work during his/her regularly scheduled hours because of having been subpoenaed to testify or to serve on a jury, will be paid the difference between the subpoena pay or pay for jury duty and his regular pay if his reimbursement from the Court is less. An employee temporarily excused from attendance in Court shall report to work during this period, if reasonably convenient.

B. Members of the Union elected to local Union positions or selected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the Union, receive temporary leaves of absence without pay for periods not to exceed two (2) years or the term of office, whichever may be shorter. A member of the local Union attending such functions as conventions or conferences may be granted leave with loss of pay to attend conventions or conferences.

C. All applications for leaves of absence must be made in writing and presented to the Superintendent of Schools.

D. An employee who has requested and received an approved leave of absence of thirty (30) calendar days or less shall upon return from such leave be given his/her former job or a job of like status in pay. An employee returning to work with an approved leave of absence of more than thirty (30) calendar days, should be given his/her former job or a job of like status in pay, unless the Employer's circumstances have so changed to make it unreasonable to do so. In such event, he/she should be placed at the top of the layoff list.

E. A military leave of absence shall be granted to any employee who shall be inducted. Other public protection agency training leaves will be allowed for up to four (4) calendar months without pay and loss of acquired seniority.

ARTICLE XVI
SICK LEAVE

A. A sick leave allowance is hereby provided for absence from work caused by illness or physical disability of the employee. A sick leave of one (1) day will be allowed for each calendar month in which he/she renders service to the system, not to exceed twelve (12) per year during the period of July 1 through June 30. The employee shall be permitted to accumulate a maximum of one hundred eighty (180) sick leave days.

A sick leave bank may be established by bargaining unit members from their accumulation of unused sick days. The sick leave pool shall not exceed an accumulation of 50 days. The pool shall be created by a one occasion voluntary contribution of sick days from a member's accumulated sick leave bank and shall not exceed a contribution of 7 sick days.

The pool of unused sick leave days generated by this process shall be administered by a committee composed of six members, three members from the Union and three members from the District. The use of pool sick leave days shall be limited to major catastrophes and shall not be used for maternity leave or child care purposes unless associated with a health care problem. Sick leave pool days cannot be used for retirement purposes.

Upon depletion of his or her personal sick days, any bargaining unit member may make a written application to the committee to utilize sick leave pool days. Reports on the status of this sick leave pool, including the number of days remaining, will be provided to the Union upon request.

B. An employee sustaining injury or occupational disease arising out of and in the course of any employment shall be continued on the payroll; provided, that where he/she received income under the Workmen's Compensation Act, such income shall be supplemented by the Board of
Education with an amount sufficient to maintain his/her regular salary or wage for a period not to exceed the number of days in his/her sick leave accumulation.

C. In the event of absence of an employee for illness in excess of three (3) consecutive working days, the Board may, at its expense, require an examination by an independent physician. Upon request, each employee absent for five (5) consecutive working days agrees to present a certificate from his/her personal physician testifying to the satisfactory condition of his health at his own expense.

D. Employees whose service to the system is interrupted for any period beyond an approved leave shall forfeit any accumulation under this Article.

E. The Board reserves the right to limit an employee to his/her current sick leave allowance if he sustains an injury outside of school hours.

F. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence for the remainder of the year without pay, and such leave may be renewed in succeeding years by the Board of Education upon written request.

G. The employee agrees to notify his immediate supervisor that he/she intends to be absent from work because of illness at the earliest possible time.

Any employee who, by willful misrepresentation violates or misuses these sick leave provisions or misrepresents any statement or condition under said provisions, shall be subject to disciplinary action.

I. Current sick leave allowances will not be added to a person's accumulation during an approved leave. Further, all leave accumulations under this or any other article are forfeited by the departure of the employee from the system other than for an approved leave.

J. In recognition of service to the school district, a retirement payment of twenty (20) dollars per day of unused accumulated sick leave, up to a total of one-hundred (100) days, shall be paid to the mechanics, custodians or food service personnel upon retirement provided that said employee has been employed in the school district at least ten (10) years.

K. A mechanic, custodian or food service personnel may use five (5) of the twelve (12) days for illness of spouse, children or parents. The Superintendent may grant an additional five (5) days. Above leave will be limited to ten (10) days per year, and will be chargeable to the mechanic's, custodian's or food service personnel's accumulated sick leave. The Superintendent, upon request, may require a statement from the attending physician to indicate the serious nature of the illness or injury. This also includes dental appointments for children which are of an emergency nature.

L. An employee suffering a loss of pay as a result of having less accumulated sick leave than the length of his illness will be reimbursed at the end of the school year for such loss as his/her sick leave allowance accumulates; subject to the limitation that the right to such reimbursement terminates at the close of each school year.

ARTICLE XVII
FUNERAL LEAVE

In general, not more than three (3) days leave shall be granted for death in the immediate family, unless extensive travel is required. The time limitations described in this paragraph may be waived for death involving the employee's spouse or children. Immediate family shall include the employee's spouse, children or foster children, parent, parents-in-law, brothers, sisters, grandchildren, grandparents, or anyone living under the same roof.

ARTICLE XVIII
PERSONAL LEAVE

A. All full-time employees shall be entitled to a personal leave of two (2) days per year, both to be used at the employee's discretion. Anyone with fifty (50) accumulated sick leave days will be granted a third day for personal leave. However, they remain subject to the limitations set forth in paragraphs B, C, D, E, F and G of this article.

B. Requests for personal leave shall be in writing and be submitted at least one (1) week in advance except in the case of an emergency.

C. If an employee violates the personal leave policy, he/she will forfeit that day's salary.

D. The leave days used shall not be charged against sick leave.

E. Any unused personal leave days shall be credited to accumulated sick leave at the end of each school year.

F. This leave shall be used only in situations of urgency for the purpose of conducting personal business which is impossible to transact on the weekend or during normal working hours. Personal leave shall not be used to extend school holidays. An additional day may be granted for purposes of attending a funeral of an individual not covered by the funeral provisions of this contract.

G. The above provision entitling an employee to personal leave does not apply during the first week of school, during the week of examinations at the end of the first semester and during the last seven (7) school days of the year, unless an emergency exists and the emergency is made known and carefully explained to the Board. In the event a difference of opinion exists as to the extent and seriousness of the emergency, there will be named a committee of two persons from the union and two representing the Board who will meet to assist in making the determination.

ARTICLE XIX
WORKING HOURS

The first shift is any shift that regularly starts on or after five a.m. but before twelve noon. The second shift is day shift that regularly starts on or after twelve noon but before eight p.m. The third shift is any shift that regularly starts on or after eight p.m., but before four a.m. Food service personnel's work schedule shall be posted on a weekly basis.

B. The normal work week shall consist of forty (40) hours. The normal work for all employees hired before July 1, 2002 shall consist of eight (8) hours each Monday through Friday. The normal work week for food service personnel shall consist of thirty (30) hours or more, depending on the needs of the program.

C. Full-time custodians and mechanics will work regular hours on snow days. Food service personnel will work regular hours on the first two snow days but will not report to work on the remaining snow days until they are made up. However, with supervisors' approval, those employees may work an additional two (2) days.

D. The Board reserves the right to establish lunch hours convenient to the operation. Thirty (30) minutes for lunch shall be included in each eight (8) hour shift.

E. Employees may take a rest period of not more than fifteen (15) minutes for each half shift with times to be determined by the Employer. The rest period is intended to be a recess to be preceded and followed by a work period; but it may not be regarded as accumulative if not taken.

F. An employee reporting for emergency duty at the Employer's request for work for which he had not been notified of in advance and which is outside of and not in continuance with his regular work period, shall be assured at least two and one-half (2 1/2) hours pay at the rate of time and one-half, or of compensatory time at the rate of time and one-half. An agreement for compensatory time must be voluntary, in writing and obtained before the compensatory time is earned. Compensatory time shall be used at the employees discretion providing the District with as much notice as possible; however, compensatory days shall be taken while school is not in session.

G. Time and one-half will be paid for all hours over eight (8) in any one day or over forty (40) in any one week, or of compensatory time at the rate of time and one-half. An agreement for compensatory time must be voluntary, in writing and obtained before the compensatory time is earned.

Compensatory time shall be used at the employees' discretion providing the District with as much notice as possible; however, compensatory days shall be taken while school is not in session. Hours worked shall not include paid vacations, holidays, sick leave, and other paid time off. Overtime hours shall not be pyramided.

H. Custodians working less than forty (40) hours per week and mechanics will be given the opportunity to work during periods when school is not in session before temporary employees are used (the term temporary employee in this paragraph does not include those Federal programs furnishing young people to public agencies). Food service employees shall be given the opportunity to work during summer periods before outside employees (not including CETA workers nor the groundskeeper) are offered position of employment.

I. Employees will be paid expenses, transportation, and straight time at their regular rate, to attend required training schools. Expenses and transportation fees will be paid according to existing Board policy.

ARTICLE XX
HOLIDAYS

A. Paid holidays for twelve (12) month full-time employees are designated as Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, New Year's Day and Good Friday, respectively. Employees will be paid their current rate based upon an eight (8) hour day for said holidays when they fall within the normal work week. Paid holidays shall also include the day before Christmas, the day before New Year's, Easter Monday and the day after Thanksgiving, provided that school is not in session on those days.

B. Food service personnel's paid holidays are designated as Memorial Day, Labor Day if school is in session, Thanksgiving, Christmas, New Year's Day and Good Friday. Paid holidays shall also include the day before Christmas, the day before New Year's, Easter Monday and the day after Thanksgiving, provided that school is not in session on those days. Food Service Personnel who work full-time all summer long shall be paid the Fourth of July holiday.

C. When a holiday falls on Saturday, Friday shall be considered the holiday. When a holiday falls on Sunday, Monday shall be considered the holiday.

ARTICLE XXI
VACATION

A. A full-time (40 hours per week) custodian or mechanic who works the full calendar year, will earn credits for vacation pay in accordance with the following schedule:

1 week after the completion of 1 year of work
2 weeks after the completion of 2-5 years of work
3 weeks after the completion of 6-10 years of work
3 weeks, 3 days after the completion of 11-15 years of work
4 weeks after the completion of 16 years of work and over

B. Management reserves the right to establish vacation periods consistent with the needs of the operation.

1. The first two weeks of vacation will be taken in a period of consecutive days.

2. When a specified holiday is observed during a special vacation, the vacation will be extended one (1) day continuous with the vacation.

3. A vacation may not be waived by an employee and extra pay received for working during that period.

4. Custodians and mechanics will be paid their current rate based upon a regularly forty (40) hour work week while on vacation.

5. Vacation will be granted and approved by the Superintendent at a time acceptable to both parties, providing the vacation is taken at a time when school is not in session.

ARTICLE XXII
INSURANCE BENEFITS

A. Health Insurance:
For 2021-2022, the Board of Education shall pay towards the premium for Major Medical Health coverage the current maximum hard-cap permissible by law, which is $586.99/month or $7,043.89/year – single; $1,227.58/month or $14,730.96/year – individual & spouse; $1,600.89/month or $19,210.66/year – family.

For 2022-2023 the insurance CAP will be adjusted effective July 1, 2022, by the change in the medical care component of the United States Consumer Price Index from the period September 2019-August 2020 to the period September 2020-August 2021. This percentage change takes effect January 1, 2022 and will be applied to the 2021-2022 CAP amounts on July 1, 2022.

For 2023-2024, the insurance CAP will be adjusted effective July 1, 2023, by the change in the medical care component of the United States Consumer Price Index from the period September 2020-August 2021 to the period September 2021-August 2022. This percentage change takes effect January 1, 2023 and will be applied to the 2022-2023 CAP amounts on July 1, 2023.

B. Dental Insurance - The Board of Education agrees to pay the premium for SET-SEG Incentive Program coverage of 60-50-60 with a $600.00 orthodontic rider for mechanics, custodians, food service personnel, and their eligible dependents.

C. Vision Insurance - The Board of Education shall pay the premium for VSP-3+ vision care for mechanics, custodians, food service personnel, and their eligible dependents.

D. Life Insurance - The employer shall pay the premium for without cost the mechanics, custodians, and food service personnel a term life insurance protection in the amount of $20,000 that shall be paid to the employee's designated beneficiary. In the event of accidental death, the insurance shall pay double the specified amount; in the event of accidental dismemberment, the insurance shall pay according to the schedule. If the employee becomes totally disabled from any cause before reaching age 60, the life insurance provided according to the schedule will be continued for the duration of his/her total disability without payment of further premiums, regardless as to whether or not the carrier is still in force. If the employee dies before the total disability ceases, the face amount of the life insurance in force, as determined by the schedule, shall be payable to his/her beneficiary.

E. Cafeteria Plan - Employees electing not to take health insurance coverage, shall be provided with the option to elect up to $150.00 per month in cash under a Section 125 Cafeteria Plan.

F. Miscellaneous - The Board of Education will provide other insurance programs if instituted on a district-wide basis during the life of

this contract. This insurance program will be consistent in all features with that instituted on a district-wide basis. The Board of Education shall pay hospitalization for a maximum of two months or until eligible under the retirement system for retirees who will receive a retirement pension from the effective date of the retirement.

The Board of Education agrees to continue hospitalization for mechanics and custodians while on sick leave, to a maximum time period of one (1) year.

ARTICLE XXIII
WAGES

Custodians	7/1/2020	7/1/2021	7/1/2022	7/1/2023	
Substitute Employee	$11.19	$11.61	$12.28	$12.52	
Full-time on Probationary	$14.74	$15.30	$16.19	$16.51	
After probation	$15.10	$15.67	$16.58	$16.91	
After one year	$15.58	$16.17	$17.11	$17.45	
After two years	$15.85	$16.45	$17.40	$17.75	
After three years	$16.23	$16.84	$17.81	$18.17	
After four years	$16.43	$17.05	$18.04	$18.40	
Six-Ten years	$16.49	$17.11	$18.10	$18.46	
11 years & above	$16.55	$17.18	$18.17	$18.53	
Mechanics	**7/1/2020**	**7/1/2021**	**7/1/2022**	**7/1/2023**	
Sub Employee & Full Time Probationary	$15.29	$15.95	$16.95	$17.29	
After probation	$15.61	$16.28	$17.31	$17.66	
After one year	$16.00	$16.69	$17.74	$18.09	
After two years	$16.38	$17.08	$18.16	$18.52	
After three years	$16.77	$17.49	$18.59	$18.96	
After four years	$16.95	$17.68	$18.79	$19.17	
Six-Ten years	$17.05	$17.78	$18.90	$19.28	
11 years & above	$17.11	$17.85	$18.97	$19.35	

1. Custodian second shift differential is twenty (20) cents an hour, and a third shift differential is forty (40) cents an hour.

2. A longevity payment shall be made for all employees (including food service personnel) as follows:

   (a) $.25 an hour for all employees with over 12 years of service to the District;

   (b) An additional $.15 an hour for all employees with over 17 years of service to the District;

   (c) An additional $.15 an hour for all employees with over 22 years of service to the District.

3. This language applies to mechanics and custodians that were employed prior to January 17, 2006. It is further understood that all "regular" mechanics and "regular" custodians are deemed to be twelve (12) month employees.

4. Employees shall be grandfathered in the step that they were being compensated at in the 1987-89 contract.

5. Summer custodial work performed by Food Service personnel will be paid their regular food service wage.

Food Services

Head Cook	**7/1/2020**	**7/1/2021**	**7/1/2022**	**7/1/2023**	
Probation	$13.58	$14.08	$14.89	$15.18	
Beginning 1st year	$14.04	$14.56	$15.39	$15.70	
2nd year	$14.37	$14.90	$15.75	$16.07	
3-5 years	$14.76	$15.31	$16.18	$16.50	
6-10 years	$15.13	$15.69	$16.58	$16.91	
11 years & above	$15.51	$16.08	$17.00	$17.34	
Assistant Cook	**7/1/2020**	**7/1/2021**	**7/1/2022**	**7/1/2023**	
Probation	$12.33	$13.24	$14.48	$14.77	
Beginning 1st year	$12.86	$13.81	$15.11	$15.41	
2nd year	$13.16	$14.13	$15.46	$15.77	
3-5 years	$13.48	$14.48	$15.84	$15.94	
6-10 years	$13.75	$14.77	$16.16	$16.48	
11 years & above	$13.83	$14.85	$16.24	$16.56	
Cooks Helper	**7/1/2020**	**7/1/2021**	**7/1/2022**	**7/1/2023**	
Probation	$12.16	$13.06	$14.28	$14.57	
Beginning 1st year	$12.62	$13.55	$14.82	$15.12	
2nd year	$12.98	$13.94	$15.25	$15.56	
3-5 years	$13.29	$14.27	$15.61	$15.92	
6-10 years	$13.53	$14.53	$15.89	$16.21	
11 years & above	$13.60	$14.60	$15.97	$16.29	

1. A fifteen (15) cents an hour additional stipend shall be paid to all Cook's Helpers during those hours of work when they are employed in an Assistant Cook capacity. (Must have approval of Hot Lunch Director).

2. If a Cook's Helper is designated as Head Cook, the Cook's Helper shall be paid $1.00 (one dollar) more for those hours worked in that capacity. (Must have approval of Hot Lunch Director).

3. Both parties have agreed to a wage reopen clause for the 2018-2019 and 2019-2020 contract years.

ARTICLE XXIV
MISCELLANEOUS BENEFITS

A. Safety Glasses. The Board of Education agrees to provide safety prescription glasses for the mechanic and all other employees whose job positions require the need to wear such glasses in the performance of their duties.

B. Clothing Allowance. The Board of Education agrees to pay the annual sum of $150.00 for the purchase of clothing and appropriate footwear for all employees of the School District.

C. CPR Instruction. The Board of Education will provide an opportunity for CPR and Heimlich Maneuver instruction for all employees in this unit.

D. The School District agrees to pay the assistant cook for her call-out time pay if school is called off by 7:00 a.m.

ARTICLE XXV
SEVERABILITY

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

ARTICLE XXVI
DURATION OF AGREEMENT

The proposals of this Agreement will be effective as of July 1, 2021 and will continue and remain in force and effect until June 30, 2024.

If either party desires to terminate this Agreement, it shall, at least sixty (60) days prior to the termination day, give written notice of termination. If neither party shall give notice of termination, this Agreement shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination.

FOR THE BOARD

FOR THE UNION

XXVII
LETTER OF INTENT

It is mutually understood and agreed upon that with regard to the implementation of the contractual agreement between the Public Schools of Calumet, Laurium & Keweenaw and the Calumet School Employees Unit of Local 226 it is the intent of the parties that:

1. The word "reasonable" used in Article VIII, Section C, Level one, page 5 of the Grievance Procedure has been used to establish a condition for which a person would become aware of a grievance so that it can be processed and addressed in a timely fashion.

2. Upon request, the School District and/or the Union shall enter into contractual negotiations to negotiate a new contract prior to the expiration of the existing contract.

3. The Union, following the processing of a proper request, shall have the right to use school facilities provided they pay for the reasonable costs associated with such use.

Memorandum of Understanding
Between
The Calumet School Employees Unit of Local 226
And
Board of Education of Calumet, Laurium and Keweenaw Public Schools

In consideration of the mutual covenants contained in this agreement, and due to the unique needs associated with this specific situation, the parties agree as follows:

The Board and Association agree to increase the 2020-2021 wages in Article XXIII of the collective bargaining agreement by 2.19% (as reflected below) retroactively for the 2020-2021 school year. The Association will see this rate increase and retro pay reflected in payrolls starting November 13, 2020.

ARTICLE XXII:	
Custodians	7/1/20
Substitute Employees	$11.19
Full-time on probationary	$14.74
After probation	$15.10
After one year	$15.58
After two years	$15.85
After three years	$16.23
After four years	$16.43
From six to ten years	$16.49
11 years and above	$16.55
Mechanics	
Substitute Employees and	
Full-time on probationary	$15.29
After probation	$15.61
After one year	$16.00
After two years	$16.38
After three years	$16.77
After four years	$16.95
From six to ten years	$17.05
11 years and above	$17.11
Head Cook	
Probation	$13.58
Beginning 1st year	$14.04
2nd year	$14.37
3-5 years	$14.76
6-10 years	$15.13
11 years and above	$15.51

Assistant Cook	7/1/20
Probation	$12.33
Beginning 1st year	$12.86
2nd year	$13.16
3-5 years	$13.48
6-10 years	$13.75
11 years and above	$13.83

Cooks Helper	
Probation	$12.16
Beginning 1st year	$12.62
2nd year	$12.98
3-5 years	$13.29
6-10 years	$13.53
11 years and above	$13.60

The "Board"
By:
Phyllis Locatelli, President

Date: Phyllis M. Locatelli

The "Association"
By:
Jack Krans

Date: 8-26-21

Jack Krans
Shawn Kelly