

**AGREEMENT**

**between**

**the**

**BERKLEY SCHOOL DISTRICT**

**and**

**AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES**

**MICHIGAN COUNCIL 25, LOCAL UNION 1084**

**2022-2025**

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## **Agreement**

This Agreement is made and entered into this 8th day of August, 2022 between the Board of Education of the Berkley School District (hereinafter called the "Board") and Local Union No. 1084, affiliated with Michigan Council 25 of the American Federation of State, County and Municipal Employees (hereinafter jointly and severally called the "Union").

## **Purpose and Intent**

The general purpose of this Agreement is to set forth terms and conditions of employment covered by this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Board, the Union, the employees and the community. The parties recognize that the interest of the community and the job security of the employees depend upon the Board's establishing and maintaining proper service.

To these ends the Board and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives of the Board and the Union and the employees. All terms of this Agreement shall be administered with the fact and knowledge that Human Beings are being employed, with the rights of Human Beings in this Agreement in law and morality, and to be treated in such a way as to connote this fact of reality.

The Board agrees to continue its policy of not discriminating against any employee on the basis of race, religion, color, national origin, sex, sexual orientation or transgendered identity, age, marital status or family status, disability, height, weight, military status, ancestry, genetic information or any other legally protected category (collectively "Protected Classes"), or membership in, or association with the activities of any organization in the hiring or placement of personnel.

## **ARTICLE I (1)**

### **Recognition**

**Section 1** The Board recognizes the Union as the exclusive bargaining agent for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for all custodians employed by the Board, excluding the Operations Facilitator, as certified by the State of Michigan, Labor Mediation Board, pursuant to Act No. 379 of the Public Acts of 1965.

**Section 2** During the first year of this Agreement, the Board agrees that it will not enter into negotiations with any organization other than the Union concerning rates of pay, wages, hours of employment and other conditions of employment for employees covered by this Agreement. For 2020-21 and subsequent years, the Board can enter into negotiations with any organization other than the Union concerning rates of pay, wages, hours of employment and other conditions of employment for employees covered by this Agreement.

The Board agrees to meet with the union and discuss alternative solutions prior to initiating a bid process to contract out custodial/maintenance member's work.

## **ARTICLE II (2)**

### **Management Rights**

**Section 1** It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board.

Such rights shall include, by way of illustration and not by way of limitation, the right to:

- A. Manage and control its business, its equipment, and its operations and direct the working forces and affairs of the Board.
- B. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business or school hours or days.
- C. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees with just cause, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees, but not to conflict with the provisions of this Agreement.

- D. Determine the services, supplies, and equipment necessary to continue its Operations and to determine all methods and means of distributing its services, methods, schedules and standards of operation, means, methods and processes of carrying on the work and the institution of new and/or improved methods of changes therein.
- E. Adopt reasonable rules and regulations after consultation with the Union where the rules and regulations affect the employees in the Union.
- F. Determine the qualifications of employees, including physical conditions. The District prefers that all employees hired after July 1, 2008, hold a General Education Diploma (GED) or traditional high school diploma and must successfully pass a drug-screening test and physical. Administration can perform periodic drug and alcohol screening upon suspicion and shall notify the employee's union representative and allow the union representative to accompany the employee to the clinic without loss of pay.
- G. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- H. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
- I. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- J. Determine the size of the management organization, its function, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
- K. Determine the policy affecting the selection, testing as jointly developed with the Union, or training of employees providing that such selection shall be based upon lawful criteria.

The above are not to be interpreted as abridging or conflicting with any specific provision in this Agreement.

## **ARTICLE III (3)**

### **Union Dues and Initiation Fees**

**Section 1** The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not the employee is a dues paying member of the Union. The terms of this agreement have been made for all employees in the bargaining unit and not only for members in the Union and this Agreement has been executed by the Employer upon approval of the Agreement. During the life of this Agreement and in accordance with the Union membership dues levied in accordance with the Constitution and By-Laws of the Union, staff members of the bargaining unit who elect to pay Union dues shall submit such payment to the Union directly. It is understood that the payment of dues is solely the employees responsibility and the District is by law, prohibited from processing payment in any manner.

## **ARTICLE IV (4)**

### **Union Representation**

**Section 1** The employees shall be represented by a Steward who shall be a regular employee. There shall be one steward representing the day and midnight shifts and one steward representing the afternoon shift. The names of the Stewards will be provided to the Human Resources Department annually.

**Section 2** The Stewards will be allowed reasonable time during working hours, without loss of pay, to investigate and present grievances. The Superintendent or Designee shall grant permission to the Stewards to leave their work for a reasonable period of time and no Steward shall leave his work without first obtaining permission from building administration. Stewards shall perform their regularly assigned work at all times, except when granted permission to leave their work as provided herein, and the privilege granted to Stewards to leave their work is subject to the understanding that they will expeditiously devote such time to the proper handling of grievances and will not abuse such privilege. Any claimed abuse by either party shall be a proper subject for a special conference. Union officers and/or stewards shall be granted time off the job without loss of pay to handle internal union matters such as posting notices, conferring on grievances and meeting with council representatives. Such time shall not be abused.

**Section 3** Action on behalf of the union in resolving issues is restricted to persons so designated by the president.



## **ARTICLE V (5)**

### **Special Conferences**

**Section 1** Special conferences may be arranged between the Board, or its designated representatives, and the President of the Local Union to discuss matters of mutual concern.

A special conference may be requested by either party. The special conference must, however, be agreed to by both parties.

**Section 2** Special conferences shall be attended by at least two (2) representatives of the Union and two (2) representatives of the Board. Arrangements for a special conference shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Representatives of Council 25 or the International Union may attend.

**Section 3** The Union will advise the Superintendent or Designee, of the names of any employees who will be requested to participate in the special conference not later than the day before the scheduled conference. Any employee who is requested to attend a special conference during his scheduled working hours shall not lose any pay for the time spent in attending the conference. No employee shall be paid for time spent in attending any special conference either before or after their scheduled working hours.

## **ARTICLE VI (6)**

### **Grievance Procedure**

**Section 1** A grievance is a complaint by an employee or group of employees based upon an alleged violation of the provisions of this Agreement or a difference as to the interpretation or application of this Agreement.

**Section 2** All grievances shall be presented in accordance with the following procedure:

**Step One:** Any employee who believes the employee has a grievance shall discuss the matter with the Principal/Immediate Supervisor of the building of primary work assignment. The grievance must be presented to the Principal/Immediate Supervisor within five (5) work days of the event or action upon which the grievance is based. the employee may have his Steward present during the discussion with the Principal/Immediate Supervisor.

**Step Two:** If the grievance is not resolved at Step One (1), it may be reduced to writing and submitted in triplicate to the Employer Designee within ten (10) work

days of the event or action upon which the grievance is based. The written grievance shall be signed by the employee and a copy of the grievance shall be distributed to the representative of the employer who was first notified of the grievance, the Superintendent or their Designee and the President of Local Union. The Employer Designee shall render their decision in writing within seven (7) work days of the receipt of the written grievance.

**Step Three:** If the grievance is not resolved at Step Two (2), it may be submitted to the Superintendent of Schools or their Designee within fifteen (15) work days after the event or action upon which the grievance is based by written request of the President of the Local Union. Such written request shall be accompanied by a copy of the grievance and the written decision rendered under Step Two (2). The Superintendent or their Designee shall render their decision in writing within ten (10) workdays of the receipt of the written request of the President of the Local Union.

**Step Four:** If the grievance is not resolved at Step Three (3), it may be presented to the Board, upon written request of the President of the Local Union, within thirty-five (35) work days of the event or action upon which the grievance is based. The Board may appoint a Committee of the Board to meet with the Union and/or the aggrieved employee or may consider the grievance at the first regular Board meeting following the date the grievance is submitted to the Board. The Board's response will be presented to the Union within fifteen (15) workdays.

**Step Five:** If the grievance remains unresolved at the conclusion of Step Four (4), it may be submitted to arbitration at the request of either party, provided written notice of the request for submission to arbitration is delivered to the other party within forty-five (45) calendar days after the date of the Board's written communication of its decision under Step Four (4).

Following the written notice of request for submission to arbitration the Union and a committee of the Board shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within ten (10) workdays after the date of the request for submission to arbitration, the arbitrator shall be selected according to the rules of the American Arbitration Association. The arbitrator shall render his decision only with respect to the particular grievance submitted and such decision shall be binding upon the Board and the Union.

The arbitrator's fees and expenses shall be shared equally by the Board and the Union. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.

It shall be the function of the Arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violations of this Agreement.

The Arbitrator shall have no power to change the legal substance of this Agreement. The Arbitrator shall have no power to change negotiated salary scales.

**Section 3** All grievances must be processed within the time limits provided above and failure to process a grievance within such time limits shall mean the grievance is withdrawn. The failure of a supervisor or administrator to render a decision on a grievance within the time limits provided in the grievance procedure shall permit the Union to proceed to the next step.

**Section 4** The Local Union President may seek advice from and have present at any hearing or grievance meeting a representative of the Council or the International Union.

**Section 5** No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at their regular rate and no claim for wages shall be valid for more than ten (10) working days prior to the date a grievance is filed by the employee.

## **ARTICLE VII (7)**

### **Discharge and Discipline**

**Section 1** Any employee may be discharged or disciplined for just cause. The Superintendent of Schools or Designee representative, will promptly notify the President of the Local Union, in writing of any discharge or disciplinary action. The Board agrees that enforcement of discipline shall generally be progressive and in all cases will be for just cause.

**Section 2** Any employee who is discharged or given a disciplinary suspension will be allowed to discuss the matter with his Steward before he is required to leave the School District's premises. The building principal or the Superintendent or Designee will designate an area where such discussion may be held. Upon request, the building principal or Superintendent or Designee will discuss the discharge or disciplinary action with the employee and the Steward.

**Section 3** Any claim of improper discharge or discipline may be submitted to the grievance procedure within five (5) working days of the date the employee is notified of such discharge or discipline.

**Section 4** Any disciplinary action, including suspensions or termination, forty-eight (48) months or older, shall not be used against the employee or made available to individuals or businesses outside the Berkley School District.

## **ARTICLE VIII (8)**

### **Seniority**

**Section 1** Seniority is the length of continuous service from the employee's last hiring date, as approved by the Board of Education. Seniority shall be applicable in determining the order of layoff and recall as provided in this Agreement.

**Section 2** New employees shall be considered as probationary employees until they have worked a period of one hundred eighty (180) calendar days. When a new employee completes their probationary period, by completing one hundred eighty (180) calendar days, the employee shall be placed on the seniority list and their seniority shall date from the day one hundred eighty (180) calendar days prior to the day the employee completed their probationary period. Employees shall be eligible for all insurance benefits inclusive of health, prescription, life, dental, and vision after ninety (90) calendar days during probation, however, the District may waive this provision and offer an employee benefits prior to completing the probationary period.

**Section 3** The Board may discharge or discipline any probationary employee and such action shall not be subject to the grievance procedure unless it is claimed that such discharge or discipline was for Union activity. The Union shall represent probationary employees for purposes of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment as provided in this Agreement.

**Section 4** Seniority shall be on a school district-wide basis based on the employee's date of hire.

**Section 5** Any employee, who, in the opinion of the administration, does not satisfactorily complete his probationary period in the classification to which the employee has been promoted, will be returned to the classification from which he was promoted and his salary shall revert to the classification from which he was promoted.

**Section 6** Seniority shall not be affected by the race, sex, age, marital status or dependents of the employee.

**Section 7** The Board shall maintain an up-to-date seniority list showing the names and job titles of all employees entitled to seniority. If any employee is laid off or retires, the employee will receive any unused vacation credit including that accrued in the current school year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.

**Section 8** The seniority and employment of an employee shall be terminated for any of the following reasons:

- A. the employee resigns or retires.
- B. the employee is discharged for just cause and such discharge is not rescinded.
- C. the employee is absent for three (3) consecutive working days without notifying employer. In proper cases, exceptions may be made by the employer. After such absence, the employer will send written notification to the employee at his last known address that his seniority and employment have been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.

## **ARTICLE IX (9)**

### **Layoff and Recall**

**Section 1** Should a layoff become necessary, the following provisions shall apply:

- A. All temporary employees shall be laid off first.
- B. Regular employees shall be laid off in order of their seniority in the following manner:

Any employee to be laid off shall, in lieu of layoff be able to transfer, based on seniority, to a job of equal or lower grade provided the employee is able to perform the job claimed or to any job higher grade previously held provided the employee was not demoted from that job for reasons of inability to perform the job. Employees shall be entitled an upgrade to a position from which they were previously bumped and for which an opening occurs within twenty-four (24) calendar months from the date they were bumped from a position in such classification.
- C. Employees being laid off shall be given at least thirty (30) calendar days notice of layoff registered or certified mail. The employer shall furnish a copy of such notice to the Union immediately.
- D. Employees on layoff shall be recalled in reverse order of their seniority to their same jobs or to jobs of equal or lower grade provided they are able to perform the jobs.

- E. No new employees will be hired by the Employer as long as there are employees laid off who have seniority, except to fill positions those on layoff are not qualified to fill.
- F. In the event two (2) or more employees shall have the same seniority date, their placement on the seniority list shall be determined by comparing the last four (4) digits of each employee's social security number, and next, a flip of the coin conducted by the Employer with a representative of the local union present, the employee with the lower four (4) digit numbers shall be placed highest on the seniority list.

**Section 2** When the working force is increased after a layoff, employees will be recalled according to seniority. Notice of recall shall be sent to the employee at their last known address by registered or certified mail. If an employee fails to report for work within five (5) working days from the date of mailing of notice of recall, the employee shall be considered to have quit. Extension will be granted by the employer in proper cases.

## **ARTICLE X (10)**

### **Transfers**

**Section 1** If an employee is transferred to a position not included in the bargaining unit and is thereafter transferred again to a position within the unit, the employee shall accumulate seniority while working in the position to which the employee was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

**Section 2** If and when operations, or divisions, or fractions thereof are transferred from one (1) location to another, for a period of more than seven (7) calendar days, employees affected will be given the opportunity to transfer on the basis of ability, seniority, desire and classification. Location exchange will be considered in such cases.

**Section 3** When a shift transfer is necessitated, either by a change in work schedule or due to absenteeism, every effort will be made to accomplish such a transfer on a minimum basis of a week, with notification of such change being given prior to a weekend. Should a shift transfer for a shorter period becomes necessary, the transferred individual will be permitted to complete their regular shift on the day of notification, and receive overtime pay for time worked on the shift to which the employee transferred.

**Section 4** Transfer from one (1) building to another shall be in the best interest of the operation of the District. Such transfers will be discussed with the involved employees and the Union prior to the move. All employees will be given twenty-four (24) hours'

notice before being transferred. Only one (1) transfer request by a custodian will be considered within any ninety (90) day period after permanent assignment of a job, unless such transfer is promotional in nature.

**Section 5** During periods of school recess, employees will be subject to location change on a temporary basis when such change is deemed in the best interest of District operation. Such change will be only on a temporary basis of no more than ten (10) days and advance notification will be made.

**Section 6** The employer agrees any movement of work not covered above will be discussed with the Union in order to provide for the consideration of the seniority of the employees involved.

**Section 7** Should a shift/position change by more than two hours, and the incumbent does not want to remain in the changed position, that job shall be posted under the provisions of Article XI. The incumbent has the ability to bump a less senior employee in the classification. If there is no less senior employee in that classification, the employee may bump a less senior employee in the next lower classification.

## **ARTICLE XI (11)**

### **Promotions**

**Section 1** Promotions within the bargaining unit shall be made according to the following procedures:

- A. Job vacancies will be posted for a period of five (5) working days in a conspicuous place in each building. Employees interested shall apply within the five (5) working day posting period. Transfers shall be considered first when filling vacancies prior to filling by promotion. If a transfer is not granted, the reason shall be given to the staff member in writing with notification to the Union Steward.
- B. Applicants will be interviewed by the supervising administrator. The supervising administrator will judge the applicant's ability to perform the job. 21-30 points will be awarded to the top applicant, 11- 20 points to the second applicant, and 0- 10 points to the third applicant. Other applicants will not be awarded any points.
- C. The Superintendent or Designee will evaluate the applicant's qualifications, past performance and attendance. Point values not to exceed thirty (30) will be awarded.

- D. A maximum of thirty (30) points may be earned for testing. Test(s) scores will be equated to a percentage score. That percentage score will be multiplied by thirty (30) to get the score for the points category, e.g.:
  - One hundred percent (100%) - thirty (30) points
  - Ninety percent (90%) - twenty-seven (27) points, etc.
- E. Five (5) points will be awarded for each license, certificate or class completed up to a maximum of thirty (30) points. Classes, etc. must be related directly to job requirements and pre-approved by administration after hire.
- F. Applicants will be granted two (2) points for each year of seniority for the first fifteen (15) years of service.
- G. The applicant with the greatest number of points will be granted a thirty (30) calendar day trial period to determine:
  - 1. Employee's desire to remain on the job; and
  - 2. Employee's ability to perform the job.
- H. An employee on an active Plan of Assistance will not be considered for a vacancy.

**Section 2** Unless waived by both parties, there will be ten (10) working day trial period for employees in a new position. The position the employee vacated will not be posted until the ten (10) working day trial period has expired. During the trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reason shall be submitted to the employee in writing by the employer with a copy to the Union and the employee will be returned to their former position. The decision of the Supervisor shall be final.

**Section 3** During the trial period, employees will receive the rate of pay of the job they are performing.

**Section 4** When an employee is assigned temporarily to fill a position of a higher pay classification, the employee shall receive the higher pay rate. If a head custodian is to be off for less than two (2) weeks, their job is to be given temporarily to the employee in the building with the most seniority that has the qualifications. If more than two (2) weeks, it will be temporarily posted. The employee who is temporarily assigned shall be afforded the opportunity to also work their normal shift for one (1) day. If the temporary vacancy is in the custodian classification, and no other custodian is temporarily assigned, head custodians may be afforded an opportunity to work the additional shifts at the custodial rate, for up to three (3) days.



**Section 5** All vacancies, which constitute a promotion or a lateral transfer shall be posted as provided in Section 1. A lateral transfer is one in which there is no increase or decrease in compensation. Movement between shifts, regardless of shift premium differentials, shall not constitute promotion or demotion. Administration will make every effort to post open positions within thirty (30) days of the vacancy or if a sub is working in the position for thirty (30) days. The Union shall be notified if there are reasons to extend these time frames.

## **ARTICLE XII (12)**

### **Military Service**

**Section 1** Any employee who enters into active service in the armed forces of the United States, upon honorable discharge from such service, shall be offered reemployment in their previous position or a position of like status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so. In such an event, s/he will be offered such employment in line with their seniority in an available job which s/he is capable of doing, at the current rate of pay for such work, provided he reports for work within the time frame described in federal legislation (The Uniformed Services Employment and Reemployment Rights Act).

**Section 2** A probationary employee who enters the armed forces and meets the foregoing requirements, must complete their probationary period and upon completing it, will have seniority equal to the time the employee spent in the armed forces, plus six (6) months.

**Section 3** Except as herein before provided, the reemployment rights of employees and probationary employees will be limited by applicable laws and regulations.

**Section 4** Employees who are reinstated in accordance with the Universal Military Training Act, as amended, or the USERRA and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority, in order to attend school full time under applicable federal laws in effect on the date of this Agreement.

**Section 5** Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid their vacation time, if requested, when they are on full time active duty in the Reserve or National Guard.

## **ARTICLE XIII (13)**

### **Leave of Absence**

**Section 1** Leaves of absence for reasonable periods not to exceed one (1) year may be granted by the Board for good reason without loss of seniority. Employees returning within one (1) year from a leave of absence shall return to their classification and building at the time of leave. The vacancy may be posted on a temporary basis. Employees returning within one (1) year from a leave of absence shall return to their classification at the time of the leave. If no position is available at the time the leave terminates, the staff member may request an extension of the leave or be placed on layoff status with all rights pursuant to provisions outlined in the contract. An employee on leave of absence must provide notice of their intention to return to work at least 30 days prior to the expiration of the leave. Failure to respond to this request or report to work at the end of the leave are subject to discipline up to and including discharge. Staff members do not accrue seniority during a leave of absence.

**Section 2** 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 for periods not to exceed one (1) year or the term of office, whichever may be shorter, and upon their return shall be reemployed with accumulated seniority.

**Section 3** Leaves of absence with pay, not chargeable against the custodian's sick leave allowance, shall be granted as follows:

A maximum of five (5) days per occurrence for a death in the immediate family. The immediate family shall include father, mother, spouse, sister, brother, son, daughter, son-in-law, daughter-in-law, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, and any member of the employees' household.

**Section 4** Jury Duty - A leave of absence may be granted for jury service. The Board will pay an amount equal to the difference between the employee's daily salary and the daily jury fee paid by the Court (not including travel allowances or reimbursement expenses) for each day on which the custodian reports for or performs jury duty and on which the employee would otherwise have been scheduled to work, under the procedure established by the Business Office.

**Section 5** Childbearing and/or Child Rearing Leave

- A. The Board shall grant a leave of absence for maternity, adoption, or child care reasons, without salary, to any staff member of the bargaining unit upon written request for such leave up to a maximum of one year. An extension of the leave

of absence may be granted upon the recommendation of the Superintendent. Whenever possible, a bargaining unit staff member requesting such leave shall file a request in writing at least thirty (30) days prior to the expected birth, adoption of the child, or the commencement of the child care leave.

- B. The leave for maternity reasons shall commence when the employee and her physician determine that the employee can no longer carry out the necessary job responsibilities and duties. The normal leave shall be through the post-natal examination. Before returning to work, the employee must be certified by her physician as ready and able to return to her full work assignment.
- C. In the event of a miscarriage or abortion, the school District's sick leave policy shall apply.
- D. An employee adopting a child shall be entitled, upon request, to a leave to commence at any time during the first year after receiving custody of the child, or prior to receiving such custody if necessary, in order to fulfill the requirements for adoption. Whenever possible, the thirty (30) day notice period shall apply in these situations.

**Section 6** The parties agree to recognize and adhere to the provisions of the Family Medical Leave Act.

#### **ARTICLE XIV (14)**

##### **Union Bulletin Boards**

The Board will provide bulletin boards in each building unit which may be used by the Union for posting Union notices.

#### **ARTICLE XV (15)**

##### **Business Leave**

**Section 1** Four (4) business leave days, with pay, non-accumulative, may be granted annually upon approval of the administration as excused absences from school in circumstances of unusual nature and extreme need. This applies to absences which are necessary, and unavoidable, because of matters which cannot be attended to outside of work hours. Unused personal leave days shall be added to the individual sick leave bank.

**Section 2** Business leave will be granted upon approval of the building administrator and Superintendent/Designee for absences from school which are necessary and unavoidable because matters of business cannot be reasonably transacted outside of work hours.

Some examples of proper use of business leave are: taking care of legal matters concerning the settling of an estate, the purchase of a home, or the adoption of a child; attending the funeral of a close friend; meeting religious obligations; attending to an emergency at home; attending son or daughter school activity. (see Section 3 below for examples of improper use of business leave.

Business leave will not be granted during the first and last week of the school year and cannot be taken the day before or immediately after a holiday or school recess.

Except in an unforeseen emergency, notification for and approval of business leave shall be filed with the building administrator at least two (2) days in advance. Improper use of leave will result in disciplinary action, including, but not limited to, the loss of salary for the day or days in question.

**Section 3** Examples of absences not considered legitimate under this policy are:

- A. Extending a scheduled school holiday or vacation.
- B. Taking a trip, either for personal reasons or to accompany a spouse on a business trip.
- C. Visiting or entertaining relatives or friends.
- D. Hunting or other recreational pursuits
- E. Other employment.

## **ARTICLE XVI (16)**

### **Working Hours and Overtime**

**Section 1** Time and one-half (1-1/2) an employee's regular straight time hourly rate shall be paid for all hours worked in excess of eight (8) hours in one (1) day or forty (40) in one week, but not both.

- A. At the employee's option, overtime worked can be either paid or banked as compensatory time at the custodian's option, at the appropriate rate. Compensatory time must be used by April 30 of the current year and no additional compensatory time can be earned during the months of May and June.
- B. Sick, vacation, holidays and personal days shall be considered as time worked for any pay purposes.

**Section 2** Employees will be paid double time for any work performed on a Sunday.

**Section 3** An employee who is called back to work after having completed their scheduled work day shall receive a minimum of two (2) hours work or pay at one (1) and one-half (1-1/2) times his regular straight time rate. This section shall not apply to hours worked before or after the start of the employee's shift where such hours are continuous and shall not apply to building checks which shall be paid for at the applicable overtime rate provided for in Section One (1) or Section Two (2) of this Article.

**Section 4** Insofar as possible, overtime will be scheduled on a rotation system within a building based on the employee's ability to meet the requirements of the overtime assignment. Staff will be assigned such overtime based on the administratively determined need. Overtime records shall be maintained and updated monthly by the Head Custodian/Maintenance Supervisor, posted in each building, and shared with the Operations Facilitator. A district wide overtime list shall be maintained by the Union President and the Operations Facilitator and updated when district wide overtime is assigned. Examples of district wide overtime assignments may include, but are not limited to, bond or sinking fund projects, Hurley Field events or district activities that are not assigned to building custodial/maintenance staff. Refusal of an overtime assignment will count as hours worked for the purposes of the overtime schedule. Overtime or higher classification pay worked Friday during the first week of any pay period and submitted to payroll no later than 3:15 p.m. Monday shall be paid in the pay period in which earned.

**Section 5** When a custodian agrees to fill a Head Custodian absence and informs the district that the employee will also work their regular position (a double), the custodian must also work the shift of their regular position. If the custodian fails to work both shifts, the employee relinquishes future rights to substitute as a Head Custodian for the next six (6) months.

**Section 6** If there is a temporary absence due to vacation or illness and a substitute custodian is not available, a head custodian may be requested to work overtime anywhere in the District to perform custodial duties to maintain the appropriate level of cleanliness in the building. The amount of overtime will be determined by administration.

**Section 7** Overtime on weekends shall be governed by the following: "Sick on Friday—lose the overtime;" "Vacation on Friday—keep the overtime." In order to be considered a "vacation day" the day must be scheduled and approved by Thursday of the week in question.

**ARTICLE XVII (17)**  
**Holidays**

**Section 1** The following days shall be recognized as paid holidays:

Independence Day  
Friday before Labor Day  
Labor Day  
Thanksgiving Day and Friday following Thanksgiving  
Winter Break – Christmas Eve, Christmas Day, New Year’s Eve, New Year’s Day (balance needed to reach 14 days)  
Good Friday  
Spring Break (minimum 1 day)  
Memorial Day  
Juneteenth

Fourteen (14) holidays will be granted for each year of the Contract. By August 1 of each year, the District will consult with the Union President and publish the Holiday calendar and black- out dates.

**Section 2** All regular employees scheduled to work during the week in which a holiday falls will be paid, at their regular straight time rate, for the holiday provided the employee works the last scheduled work day before the holiday and the next scheduled work day following the holiday, unless excused for reasons of bona fide illness or temporary disability.

**Section 3** When an employee is scheduled to work on one (1) of the above holidays, the employee shall receive double time for all hours worked.

**ARTICLE XVIII (18)**  
**Vacations**

**Section 1** All regular employees who have completed one (1) year of employment shall be entitled to ten (10) working days’ vacation per year with pay, and must use those vacation days by July 31<sup>st</sup> following the school year in which they are earned. The Board shall provide payment for up to seven (7) unused vacation days as of July 31<sup>st</sup> following the year in which it was earned. The payment for each day will be at the employee’s daily rate. The employee must formally request payment on or before July 31. Any remaining days will be forfeited.

**Section 2** All regular employees who have completed five (5) years of employment shall be entitled to fifteen (15) working days’ vacation per year with pay, and must use those vacation days by July 1<sup>st</sup> of the school year in which they are earned. Unused vacation days will not be carried over to the following school year, unless the employee was denied their request for time off without administration approval.

**Section 3** All regular employees who have completed ten (10) years of employment shall be entitled to one (1) additional working day of vacation with pay and one (1) additional day for each additional year thereafter, up to a maximum of twenty (20) working days' vacation per year, and must use those vacation days by July 1st of the school year in which they are earned. Unused vacation days will not be carried over to the following school year without administration approval.

**Section 4** Vacation days will be allotted in total on July 1st of each year. Should an employee leave the District midyear, the vacation hours will be pro-rated, for the period of service time. Any unused vacation time will be paid to the employee in their last paycheck should the employee have used vacation time over and above the prorated hours when the employee leaves the District, the overage will be deducted from the employee's last paycheck.

**Section 5** Years of employment for the purpose of vacation shall be calculated on July 1st and shall be accumulated as of the employees anniversary date of hire up to October 1st. An employee whose anniversary date of hire falls from October 1st to June 30th shall accumulate vacation time on a prorated basis up to July 1st.

**Section 6** Vacations may, insofar as possible and after qualification in accordance with the terms of this Article, should be scheduled at any time during the year following the qualifying for such vacation time. It is expressly agreed, however, that the final allocation of vacation periods shall rest exclusively with the Board in order to ensure the orderly and efficient operation of the school district. Decisions regarding the allocation of vacation time shall not be subject to the grievance procedure. Disputes over allocation of vacation time shall be adjudicated by the Director of Human Resources and the Union President.

**Section 7** If a holiday falls during the employee's vacation period, the employee shall be entitled to extend his vacation by the equivalent time of such holiday or request equivalent vacation time for such holiday at another acceptable time which does not interfere with the building operation.

## **ARTICLE XIX (19)**

### **General**

**Section 1** All custodians will be evaluated at least once every three (3) years. Such reviews can commence and end at any time during a twelve (12) month period. Following a conference with the administrator responsible for their assignment, each custodian receives a rating as determined by the administrator. Employees may request and if requested, have a union representative present at any evaluation meeting. Head

custodians will not be required to evaluate employees for annual performance reviews, however, the building administrator may consult with the head custodian and/or Operations Facilitator for evaluation input. Inspections may be conducted by the head custodian. Data may be collected and submitted to the supervising administrator in an objective manner.

**Section 2 Plan of Assistance** An employee whose performance is identified at any time, through administrative established documentation, as unsatisfactory by the administration will be placed on a Plan of Assistance.

The Plan of Assistance will include the following:

- Identified area(s) of improvement.
- Description of responsibilities and objectives to be met by the employee.
- Plan for administrative support, if applicable.
- Defined timeline for review and evaluation of progress.
- Options to consider if employee is not successful.

An employee is entitled to have representation at a Plan of Assistance meeting.

**Section 3** The regular full workday for all shift employees shall consist of an 8.5 hour shift and will include an unpaid thirty (30) minute lunch period. The timing of the thirty (30) minute lunch period shall be approved by the building administrator.

**Section 4** Rates of pay for regular part-time employees shall be prorated on the basis of the full-time rate according to time worked. All benefits granted to regular full-time employees will be prorated for regular part-time employees according to time worked. This shall not apply to casual or temporary employees.

**Section 5** A custodian may be assigned to work whenever a building is in use for a school activity or where such use involves tasks normally considered custodial functions. An administrator or their designee shall have access to a building at any time deemed necessary, without a custodian on duty, and said administrator shall assume responsibility for such building usage.

**Section 6** During summer vacation, there shall be no change in pay for classifications worked and there shall be no questions about assignment to classifications.

**Section 7** Head Custodians and IV B Custodians shall be reimbursed at the rate of one hundred (\$100) dollars per month for vehicle usage. However, when it becomes necessary to assign other custodians to this work, they shall be paid according to the Board adopted mileage rate. Should the driving responsibilities change during the term of this Agreement, the parties agree to review the monthly mileage stipend.



**Section 8** Nothing in this contract shall preclude the right of the administration of a school building from working with and having students involved in projects of educational value designed to maintain or improve the cleanliness and appearance of a school building. Nothing in this Section is intended to replace or release any regular employee.

**Section 9** Supervisors may perform custodial duties in a mentoring/training role.

**Section 10** The Board will furnish all tools and eye protection for all maintenance employees and custodians, as needed.

**Section 11** The Board will provide an allowance of six hundred (\$600) dollars for the purchase of District-approved uniforms, jackets, safety shoes, gloves, undergarments, and coveralls from a list of District-approved suppliers for all maintenance employees and custodians as needed. Employees will be reimbursed upon submission of uniform receipts. Employees are expected to wear the district approved uniform: a Berkley School District shirt (traditional collared work shirt in solid colors e.g. khaki, black, and grey, etc...) and dark brown shorts or pants. New employees will receive \$150 (25% of the annual allowance) at hire, \$150 (25% of the annual allowance) after completing 90 calendar days and \$300 (50% of the annual allowance) after completing 180 calendar days.

**Section 12** An additional allowance of thirty (\$30) dollars annually will be allocated to head custodians, maintenance staff (day/night), and single building custodians for the purchase of a District-approved jacket. The allowance is cumulative from year to year.

**Section 13** Employees with condensing boiler and/or low/high pressure boiler operator's licenses shall be reimbursed the cost of each license renewal.

## ARTICLE XX (20)

### Sick Leave

**Section 1** All regular full time employees will be allowed paid sick leave due to personal or immediate family injury or illness to the extent of twelve (12) days per fiscal year (July 1 to June 30) after the completion of the probationary period. Unused sick leave will be accumulated at the end of each fiscal year until the employee has accumulated a maximum of two hundred (200) days. Except in emergency situations, it is expected that employees call in at least two (2) hours prior to the start of their scheduled shift.

For sick leave, the Head Custodian will be notified first and then the Facilities Coordinator.

- A. Twice a year (January-June and July-December), an employee utilizing zero (0-1) sick or business leave days during the previous six (6) months, shall receive a \$300 payment. Midyear hires become eligible for this incentive beginning with their first full six (6) month period of employment. An employee utilizing zero (0) sick or business leave days during the entire year shall earn an additional \$100.
- B. Sick leave shall be defined as: Personal illness, injury or disability of the illness or injury of a member of the employee's immediate family (spouse, children, parents, parents-in-law, and dependents as defined by "IRS").
- C. If an employee is unable to perform their normal duties and responsibilities after three (3) consecutive work days due to personal illness or the illness of their immediate family, the employee will notify the Human Resources Office. the employee may be asked to provide a physician's statement explaining the specific illness and the expected length of the absence.
- D. Any employee who returns to duty following five (5) or more consecutive days of illness may be required to submit a physician's statement certifying that the employee is able to perform the essential functions of their normal responsibilities. The Board reserves the right to require the employee to be examined by a Board designated physician at Board expense.
- E. Upon retirement any unused sick leave will be paid at the rate of ten (\$10.00) dollars per day. This payment is applied to the employee's existing 403(b) account, or, if necessary, a newly created account.

**Section 2** Sick Leave Bank - The Board of Education will cooperate with the Union in the establishment of a sick leave bank. The purpose of the Sick Leave Bank is for employees who have an extended personal illness (e.g. surgery, accident, long term illness, etc.) All eligible employees, covered by the bargaining Agreement, shall participate. Each eligible employee shall contribute one (1) day of his sick leave to the bank at the beginning of the contract year. The Board will contribute an equal number of days to the bank up to a maximum total of one-hundred and eighty (180) days. No further contribution will be made to the bank during the contract year. Additions will be made to the bank, according to the above formula, at the beginning of each contract year. In the event of illness or injury, any staff member may make application to withdraw days from the bank, subject to the following regulations:

- A. An employee shall contribute one (1) sick leave day to the sick leave bank at the onset of his 13th month of employment and one (1) additional day each July 1st thereafter. the employee shall become eligible for sick leave bank participation at the time of their initial contribution.
- B. An employee may draw on the sick leave bank a number of days equal to his accumulated personal sick leave days as of July 1, up to a maximum of thirty (30) days.
- C. There shall be a waiting period of five (5) full time work days after the beginning of each illness or injury before a staff member will be eligible to draw upon the bank. If the employee is hospitalized, the waiting period shall be waived.
- D. A relapse shall be considered a part of the illness or injury with no waiting period.
- E. If more than one (1) staff member qualifies at one (1) time, they shall share the bank until recovery or the bank is depleted.
- F. Staff members must use their accumulated individual sick leave days before drawing from the bank.
- G. Any monies received by an injured person from Workers' Compensation shall be deducted from the staff member's regular salary and the time prorated against the bank.
- H. A doctor's statement may be required at any time by the Board of Education or the President of the Union as a condition of further withdrawal of days from the sick bank.

**Section 3** The Board shall provide for a Family Medical Leave Act (FMLA) unpaid leave of up to twelve (12) weeks to all employees that request it for the following purposes: birth/care of child; adoption; serious health condition; care of a member of the immediate family with a serious health condition and certain qualifying exigencies permitted under FMLA when the employee's spouse, son, daughter or parent is on active duty with the Armed Forces (including the National Guard or Reserves). Maternity leave will run concurrently with FMLA, however, an employee may use paid leave, if days are available in the employee's sick bank, for any disability during the FMLA leave. Further, health insurance shall be provided during the leave that elected to be covered by Board paid health insurance prior to the leave for the duration of the leave. For purposes of this section, immediate family shall be defined as it is in the Federal Law governing this provision. An employee who is off work on an approved FMLA leave of absence shall, upon return to work, be placed in a position that the employee held on the most recent day worked prior to the injury/illness.

## **ARTICLE XXI (21)**

### **Supplemental Agreement**

Any supplemental agreement to this Agreement shall be subject to approval of the Board and Council 25 of the International Union.

## **ARTICLE XXII (22)**

### **Strikes and Lockouts**

**Section 1** The Union shall not cause, engage in or sanction any strike, picketing or refusal to perform the duties of employment by any employee covered under this Agreement and no employee covered under this Agreement shall cause, or participate in any strike, picketing or refusal to perform the duties of his employment.

**Section 2** The Board shall not cause or permit any lockout of its employees covered under this Agreement.

## **ARTICLE XXIII (23)**

### **Insurance and Severance Pay**

#### **Section 1.**

- A. The Board shall provide all insurance benefits listed in Section A for a full twelve- month period of each school year for all staff members in the bargaining unit, except for those electing benefits under Section B below. Such benefits shall be provided to each staff member and their dependents, as defined by MESSA.

The District shall pay the annual Hard Cap maximum amounts towards the total cost of the MESSA medical premium and Health Equity (HEQ) Health Savings Account (HSA) funding described below for each plan year:

These annual District paid amounts shall adjust annually beginning on January 1, to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act. Staff members will have the option to select medical/prescription coverage from one of the following options:

1. MESSA CHOICES II – \$1,000/\$2,000 in network deductible, \$20 OV/\$25 UC/\$50 ER and Saver Rx Prescription coverage.
2. MESSA CHOICES II - \$2,000/\$4,000 in network deductible, \$20 OV/\$25 UC/\$50 ER and Saver Rx Prescription coverage.
3. MESSA ABC Plan 1 (HEQ/HSA) – 1,400/\$2800 in network deductible, Saver Rx Prescription coverage.
4. MESSA Essentials - \$375/\$750 in network deductible, \$25 OV/\$50 UC/\$200 ER, prescription coverage

At the staff member's option, the District will pre-fund \$1,000/\$2,000 of the deductible amount annually to each staff member's HEQ HSA. One-half of the amount shall be paid no later than the first full payroll date in January and the other half no later than the first full payroll date in July. The District shall pay the remainder of the hard cap cost towards the MESSA annual medical premium up to the amounts specified above for single, self/spouse, self/child and family. Staff members may contribute additional money towards their HEQ HSA up to the maximum amount allowed by Federal law.

The remaining annual cost for the staff member's elected medical plan premiums and the pre- funded balance that exceeds the Hard Cap amounts, if applicable, shall be paid by the staff member and will be payroll deducted in equal bi-weekly amounts through a qualified Section 125 Plan.

The following ancillary benefits shall be provided to each staff member, at no premium cost to the staff member:

1. Dental – A.D.N., self-funded with the following coverage:  
Class I – 80%  
Class II – 80%  
Class III – 80%  
Class IV – 80%  
Orthodontics Lifetime maximum - \$2,000  
Annual Maximum - \$2,000  
2 cleanings/yr.
2. Reliance Term Life insurance in the amount of fifty thousand dollars (\$50,000.00) (inclusive of any life insurance associated with the Health Insurance coverage described above) for the staff member only. Such insurance protection shall be paid to the staff member’s designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.
3. Vision - National Vision Administration (NVA) coverage including internal and external coordination of benefits.
4. Each AFSCME Employee, upon their date of employment and annually thereafter, is eligible to participate in the School District’s Cafeteria Plan, Healthcare Reimbursement Plan and Dependent Care Reimbursement Plan.

**Section 2** Employees electing not to receive board provided health insurance due to previous coverage shall be granted a TDA payment of three hundred and fifty (\$350) dollars per month.

**Section 3** The Board will provide each regular employee with a Long-Term Disability Insurance coverage at Board expense, under the following terms:

- A. Eligibility - Each active, full-time employee who works a minimum of thirty (20) sixteen (16) hours per week, except temporary employees.
- B. Qualifying Period - Benefits accrue with respect to any one (1) period of total disability after the expiration of a qualifying period of ninety (90) days.
- C. Benefit Period - Monthly benefits are payable during the continuance of total disability as follows, but in, no event are benefits payable beyond the attainment of age seventy (70):

1. Total disability due to sickness - to age seventy (70).
  2. Total disability due to accident - to age seventy (70).
- D. Monthly Schedule Amount – sixty-six and two thirds (66-2/3%) of normal monthly earnings up to two thousand five hundred (\$2500) dollars.

**Section 4** Each employee upon retirement shall receive a sum equal to one percent (1%) of his base of classification in force that year he retires for each year of custodial service in the Berkley School District to be eligible for severance pay. This payment is applied to the employee's existing 403(b) account, or, if necessary, a newly created account. An employee must retire under the Michigan Public School Employees Retirement Program to be eligible for severance pay. For the purposes of the administration of this policy, retirement shall be defined as eligibility of the employees to draw a pension from the Michigan Public School Employees' Retirement Fund Board. Effective 2010-2013 agreement (August 9, 2010), employees must have fifteen (15) years of seniority to the district to qualify for payment.

Should a staff member terminate or separate employment from the District prior to the end of the school year, compensation and benefits will be pro-rated based on the portion of the school year worked prior to termination or separation from the District, i.e. salary/benefits, longevity, excluding clothing allowance.

**Section 5** Employees injured on the job will be paid twenty-six (26) weeks full pay minus Workers' Compensation. Any monies received by an injured person from Workers' Compensation shall be deducted from the staff member's regular salary and the time pro-rated against the bank. After twenty-six (26) weeks of absence for such an injury, sick pay may be used, if requested.

**Section 6** Emergency Closing of School

Employees needed to work when schools are closed due to an emergency will be notified by an administrator or their designee. On the first and second day of such closing, all custodial employees will receive the day's pay at the regular hourly rate. Those custodial employees who do report and work will, in addition, receive compensatory time, equivalent to the hours worked, to be used within twelve (12) months of the time being credited. At least two (2) persons at the elementary, three (3) persons at the middle school and five (5) persons at the high school may be notified to and must report for duty. Insofar as possible, assignment will be scheduled on a rotational basis. On Snow Days, custodians who are needed for snow removal will be notified no later than 8:30 a.m. and shall report to work no sooner than 10 hours prior to the previous shift (Example: An afternoon cleaner whose shift ends at 11:30 PM will not be asked to report until after 9:30 AM the next day) to receive compensatory or

paid time (at the rate of 1-1 ½ hours) for any hours worked. Should schools be closed on immediately succeeding days, the administration shall determine whether weather conditions are sufficiently inclement to justify additional compensatory vacation days for regular performance of duty.

**Section 7** Shall a staff member gain a credential noted below after the effective date of this Agreement (July 1, 2019), Two (\$2.00) dollars per hour shall be added to the hourly rate of any employee, covered by this Agreement, who shall successfully completes a program or course of study leading to a certificate or license in a field directly connected to his /her employment (i.e. electrical, building controls, plumbing and HVAC) as determined and approved by the District. Additionally, the District shall pay all costs involved for an employee attaining, renewing, and upgrading to a "Class II Boiler Repairer's License from the State of Michigan" or for certification specific to Fulton Vantage or Endura condensing boilers. Any custodial maintenance employee, who is obtaining or upgrading to a "Class II Boiler Repairer's License from the State of Michigan" but not including renewal of a boiler license, must initially pay for all costs involved. Upon completion of the class and submission of a copy of the license, the District shall reimburse the employee for all costs involved in attaining that license. All employees are encouraged to obtain a "Class II Boiler Repairer's License from the State of Michigan".

Fifteen cents (\$.15) shall be added to the hourly rate of employees who have achieved a boiler operator's license (BSD agrees to honor this payment for anyone who currently holds this license). The hourly rate increase for licensing may be deferred until the amount equals any District advanced tuition payment. Prior approval for such program or course of study must be obtained from the Superintendent or Designee. If an employee leaves the district before the district is fully reimbursed for advanced tuition, the employee will reimburse the district and/or the district may withhold any money owed to the district from the employee's pay. The employee receiving this additional pay may be requested by the District to assist with mentorship training opportunities for other unit staff members.

**Section 8** An employee on an unpaid leave shall be allowed to purchase health insurance at the group rate subject to the regulations of the insurance carrier.



**ARTICLE XXIV (24)**

**Custodial/Maintenance Compensation**

1. Salary Schedule

For the 2022-23 School Year, no step movement for employees as adjustments have been made to Tier 1 and Tier 2 of the salary schedule [see Article XXVIII(28)].

2. Salary Formula – 2023-24 and 2024-25 School Years

Should the audited Fall count be equal to or greater than the audited Fall count of the previous fiscal year, the Salary Schedule will be adjusted to reflect the “true, net” percentage increase to the District’s state school aid foundation allowance from the previous school year’s, less one-half percent, but in no case will the percentage increase be higher than 2.5%. The “true, net” percentage increase will be defined and calculated by determining and considering the state aid funding components the Michigan state legislature utilizes to arrive at the foundation allowance increase. The timing of the payment of the increment will be dependent upon when the District is officially notified of the final foundation allowance figure from the Department of Education for each applicable fiscal year of this provision.

Should an adjustment(s) happen to the District’s official foundation allowance during any year of this Agreement, a corresponding adjustment will be made by the District to the salary formula and salary schedule but in no event shall the salary schedule be less than the previous year’s schedule.

3. Step Movement

For the 2023-24 and 2024-25 school years, employees will move up a full step should the District’s “true, net” per pupil foundation allowance from the previous school year increase according to the following schedule:

True, Net PP FA Increase	Step Movement
\$175+	1 Full Step

Determination of step movement will be recognized when the true, net increase to the District’s foundation allowance is finalized by the State legislature. Once known, the District will publish the updated salary grid.

## **Longevity**

For all eligible employees hired, longevity pay at the rate of one percent (1%) of the employee' annual salary shall be paid to those who have completed five (5) or more years of service, three percent (3%) to those who have completed ten (10) or more years of service.

Longevity shall be calculated by the anniversary date of the employee at the time of payment.

For all applicable benefits within this Agreement, should a staff member terminate or separate employment from the District prior to the end of the school year, compensation and benefits will be pro-rated based on the portion of the school year worked prior to termination or separation from the District, i.e. salary/benefits, longevity, excluding clothing allowance.

## **ARTICLE XXV (25)**

### **Conformity to Law**

This Agreement is subject in all respects to the laws of the United States and the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Union and employees in the bargaining unit. In the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect. This provision is made without prejudice to any of the parties hereto and does not constitute an admission by any of these parties.

## **ARTICLE XXVI (26)**

### **Gender Statement**

The parties agree that specific reference to a gender within the total agreement are not to be construed as discriminatory toward any sex or gender but is to be interpreted as inclusive of all.

## **ARTICLE XXVII (27)**

### **Duration**

This Agreement shall be in effect from July 1, 2022 - June 30, 2025 and shall continue in effect from year to year thereafter unless a written request to modify is delivered by either party to the other at least sixty (60) days prior to June 30, 2025.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

**BOARD OF EDUCATION BERKLEY SCHOOL DISTRICT**

Date

By: \_\_\_\_\_  
Sarah Mountain, Secretary  
Board of Education

By: \_\_\_\_\_  
Lawrence Gallagher  
Deputy Supt. of Finance, Facilities & Operations

By: \_\_\_\_\_  
Christopher Sandoval  
Assistant Supt of Schools & Human Resources

**LOCAL NO. 1084 Affiliated with  
MICHIGAN COUNCIL 25 OF THE AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO**

Date

By: \_\_\_\_\_  
Louis Brunskill, President  
AFSCME Council 25, Local 1084

By: \_\_\_\_\_  
Lisa Delk, Staff Representative  
AFSCME Council 25

**ARTICLE XVIII (28)  
SALARY SCHEDULE**

<b>CUSTODIAL/MAINTENANCE SALARY SCHEDULE 2022-2023</b>						
<b>2022-23 Pre - January 1, 2009 staff</b>						
<b>Class 0 - High School Head Custodian</b>			<b>Class I - Middle School Head Custodian</b>			
Step 0	\$ 24.50		Step 0	\$ 23.18		
Step 1	\$ 25.24		Step 1	\$ 23.88		
Step 2	\$ 25.99		Step 2	\$ 24.59		
Step 3	\$ 26.77		Step 3	\$ 25.33		
Step 4	\$ 27.58		Step 4	\$ 26.09		
Step 5	\$ 28.40		Step 5	\$ 26.87		
<b>Class II - Elementary Head Custodian</b>						
Step 0	\$ 22.30					
Step 1	\$ 22.97					
Step 2	\$ 23.66					
Step 3	\$ 24.37					
Step 4	\$ 25.10					
Step 5	\$ 25.85					
<b>Class IIIA - Central Maintenance</b>						
	<b>Day Shift</b>	<b>Day</b>	<b>Afternoon</b>	<b>Afternoon</b>		
	<b>Leader</b>	<b>Maintenance</b>	<b>Shift Leader</b>	<b>Maintenance</b>		
Step 0	\$ 21.38	\$ 20.89	\$ 21.68	\$ 21.19		
Step 1	\$ 22.02	\$ 21.52	\$ 22.32	\$ 21.82		
Step 2	\$ 22.68	\$ 22.16	\$ 22.98	\$ 22.46		
Step 3	\$ 23.36	\$ 22.83	\$ 23.66	\$ 23.13		
Step 4	\$ 24.06	\$ 23.51	\$ 24.36	\$ 23.81		
Step 5	\$ 24.79	\$ 24.22	\$ 25.09	\$ 24.52		
<b>Class IIIB - Building Day Maintenance</b>			<b>Class IVA - Afternoon Shift Leader</b>			
Step 0	\$ 20.01		Step 0	\$ 19.77		
Step 1	\$ 20.61		Step 1	\$ 20.36		
Step 2	\$ 21.23		Step 2	\$ 20.97		
Step 3	\$ 21.87		Step 3	\$ 21.60		
Step 4	\$ 22.52		Step 4	\$ 22.25		
Step 5	\$ 23.20		Step 5	\$ 22.92		
<b>Class IVB - Single Custodian Building</b>			<b>Class V - Custodian Groundskeeper</b>			
Step 0	\$ 19.47			<b>Day</b>	<b>Afternoon</b>	<b>Midnight</b>
Step 1	\$ 20.05		Step 0	\$ 18.66	\$ 18.96	\$ 19.26
Step 2	\$ 20.66		Step 1	\$ 19.22	\$ 19.52	\$ 19.82
2 1/4	\$ 21.28		Step 2	\$ 19.80	\$ 20.10	\$ 20.40
Step 3	\$ 21.91		Step 3	\$ 20.39	\$ 20.69	\$ 20.99
Step 4	\$ 22.57		Step 4	\$ 21.00	\$ 21.30	\$ 21.60
Step 5	\$ 23.25		Step 5	\$ 21.63	\$ 21.93	\$ 22.23

<b>CUSTODIAL/MAINTENANCE SALARY SCHEDULE 2022-2023</b>				
<b>2022-23 For Staff Members Hired After January 1, 2009</b>				
<b>Class 0 - High School Head Custodian</b>			<b>Class I - Middle School Head Custodian</b>	
Step 0	\$ 20.36		Step 0	\$ 19.26
Step 1	\$ 21.79		Step 1	\$ 20.61
Step 2	\$ 23.31		Step 2	\$ 22.05
Step 3	\$ 24.94		Step 3	\$ 23.59
<b>Class II - Elementary Head Custodian</b>				
Step 0	\$ 18.53			
Step 1	\$ 19.83			
Step 2	\$ 21.22			
Step 3	\$ 22.70			
<b>Class IIIA - Central Maintenance</b>				
	<b>Day Shift</b>	<b>Day</b>	<b>Afternoon</b>	<b>Afternoon</b>
	<b>Leader</b>	<b>Maintenance</b>	<b>Shift Leader</b>	<b>Maintenance</b>
Step 0	\$ 17.77	\$ 17.36	\$ 18.07	\$ 17.66
Step 1	\$ 19.01	\$ 18.58	\$ 19.31	\$ 18.88
Step 2	\$ 20.34	\$ 19.88	\$ 20.64	\$ 20.18
Step 3	\$ 21.77	\$ 21.27	\$ 22.07	\$ 21.57
<b>Class IIIB - Building Day Maintenance</b>			<b>Class IVA - Afternoon Shift Leader</b>	
Step 0	\$ 16.64		Step 0	\$ 16.42
Step 1	\$ 17.80		Step 1	\$ 17.57
Step 2	\$ 19.05		Step 2	\$ 18.80
Step 3	\$ 20.38		Step 3	\$ 20.12
<b>Class IVB - Single Custodian Building</b>				
Step 0	\$ 16.18			
Step 1	\$ 17.31			
Step 2	\$ 18.52			
Step 3	\$ 19.82			
<b>Class V - Custodian Groundskeeper</b>				
	<b>Day</b>	<b>Afternoon</b>	<b>Midnight</b>	
Step 0	\$ 15.52	\$ 15.82	\$ 16.12	
Step 1	\$ 16.61	\$ 16.91	\$ 17.21	
Step 2	\$ 17.77	\$ 18.07	\$ 18.37	
Step 3	\$ 19.01	\$ 19.31	\$ 19.61	

**Afternoon shift receives 30 cents per hour shift premium**

**Midnight shift receives additional 30 cents per hour shift premium**

**AFSCME Pak A & B – LTD**

<b>CARRIER: Reliance - Standard</b>	
<b>Effective Date: 7/1/2012</b>	
<b>Plan Basics</b>	
<b>Benefit Percentage</b>	66.67%
<b>Monthly Benefit Maximum</b>	\$2,500
<i>Elimination Period</i>	<i>90 Days</i>
<i>Medical Premium Expense Benefit</i>	<i>COBRA benefit paid (\$1,200 for up to 18 months)</i>
<i>Own Occupation</i>	<i>24 Months</i>

IMPORTANT: This proposal [analysis, report, etc.] is an outline of the coverages proposed by the carrier(s), based on information provided by your company. It does not include all of the terms, coverages, exclusions, limitations, and conditions of the actual contract language. The policies and contracts themselves must be read for those details. Policy forms for your reference will be made available upon request.

## AFSCME Pak A & B - Life/AD&D

Carrier: Reliance Standard Effective Date: 7/1/2012	
<b>Plan Basics</b>	
<b>Life Benefit*</b>	\$50,000
<b>AD&amp;D Benefit*</b>	\$50,000
<i>Guarantee Issue</i>	\$50,000
<i>Waiver of Premium</i>	Included
<i>Portability</i>	Included

### **Notes:**

Current PAK A members receive \$45,000 benefit plus additional \$5,000 benefit packaged with MESSA Medical/Rx

IMPORTANT: This proposal [analysis, report, etc.] is an outline of the coverages proposed by the carrier(s), based on information provided by your company. It does not include all of the terms, coverages, exclusions, limitations, and conditions of the actual contract language. The policies and contracts themselves must be read for those details. Policy forms for your reference will be made available upon request.



**AFSCME Pak A & B - Dental**

<b>CARRIER: A.D.N., MDP, DenteMax</b> <b>Effective Date: 7/1/2013</b> <b>PLAN TYPE: DPPO - Self-Funded</b> <b>Plan Year is July 1-June 30</b>		
<b>Plan Basics</b>	<b>In-Net</b>	<b>Out-Net</b>
<b>Deductible (Individual / Family)</b>	\$0	\$0
<b>Class I - Preventive</b>	80%	80%
<b>Class II - Basic</b>	80%	80%
<b>Class III - Major</b>	80%	80%
<b>Class IV - Orthodontia</b>	80%	80%
<b>Annual Maximum-Class I-III</b>	\$2,000	
<b>Lifetime Maximum - Class IV</b>	\$2,000	
<b>Covered Services</b>		
<b>Class I - Preventive Services</b>	Fluoride, X-Rays, Exams, Sealants, Periodontics, Root Canal, Dentures	
<b>Class II - Basic/Restorative Services</b>	Space Maintainers, Fillings	
<b>Class III - Major Services</b>	Endodontics, Crowns, Bridges	
<b>Class IV - Orthodontic Services</b>	Ortho to age 19	
<b>Waiting Periods</b>	N/A	

**AFSCME Pak A & B - Vision**  
**Network: A.D.N., MDP, DenteMax**  
**Effective Date: 7/1/2012**

<b>Co-Payment</b> <b>\$6.50 Exam / \$18 Lenses</b>	<b>Participating Provider</b>	<b>Non-Participating Provider</b>
<b>EXAMINATION</b> <i>Once Every Plan Year</i>	Covered 100% after \$6.50 copay	Reimbursed Amount Up to \$28.50 (OD) Up to \$38.50 (MD)
<b>LENSES</b> <i>Once Every Plan Year</i>	Standard Glass or Plastic Covered 100% after \$18 copay	
Single Vision		Up to \$29
Bifocal		Up to \$51
Trifocal		Up to \$63
Lenticular		Up to \$75
<i>Oversized</i>	Covered 100%	N/A
<i>Glass Photogrey</i>	Covered 100%	N/A
<i>Transitions</i>	Covered 100%	N/A
<i>Rimless Mounting</i>	Covered 100%	N/A
<i>Color Tints/Coats</i>	Covered 100%	
Single Vision		Up to \$4
Bifocal		Up to \$10
Trifocal		Up to \$12
Lenticular		Up to \$14
<i>Polarized</i>	Covered 100%	
Single Vision		Up to \$18
Bifocal		Up to \$30
Trifocal		Up to \$38
Lenticular		Up to \$44
<b>FRAME</b> <i>Once Every Plan Year</i>	Retail Allowance up to \$65 (20% off discount off balance)	Up to \$44
<b>CONTACT LENSES</b> <i>Once Every Plan Year</i>	<i>In lieu of Lenses &amp; Frame</i>	<i>In lieu of Lenses &amp; Frame</i>
<i>Elective Contact Lenses</i>	Up to \$90 Retail (15% discount off balance for Conventional) (10% discount off balance for disposable)	Up to \$90
<i>Medically Necessary</i>	Covered 100%	Up to \$175

