

AGREEMENT BETWEEN

the

BERKLEY SCHOOL DISTRICT

and

LOCAL UNION NO. 1084

affiliated with

MICHIGAN COUNCIL 25

of the

AMERICAN FEDERATION OF STATE, COUNTY, AND

MUNICIPAL EMPLOYEES

2005-2006

2006-2007

2007-2008

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Agreement

This Agreement is made and entered into this 12th day of September, 2005 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 depends 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.

ARTICLE I

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 maintenance supervisor and custodial supervisor, 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 terms 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.

ARTICLE II

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.
- 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

Union Dues and Initiation Fees

Section 1 The Board will deduct an initiation fee and Union dues from the pay of those employees covered by this Agreement who individually and voluntarily authorize such deductions in writing. The Union shall present to the Board an executed copy of such authorization before any deductions shall be made. An employee who does not wish to join the Union shall pay an equal amount to the Union, as a representation fee. Such fee shall be deducted automatically at the end of the probationary period upon written request from the Union.

Section 2 All deductions for Union dues and initiation fees shall be made from the second pay of each month. Dues and initiation fees deducted pursuant to this Agreement shall be remitted to the Local Union no later than the tenth (10th) day of the calendar month next following the month in which the deductions are made. At the time of remitting such deductions the Board shall submit a list of those employees for whom the Union has submitted executed authorizations for deductions and for whom no deductions have been made.

Section 3 In cases where a deduction is made which duplicates a payment previously made to the Union by the employee, or where a deduction is not in conformity with the Union Constitution and By Laws, refund to the employee shall be made by the Local Union.

Section 4 The Board shall not be liable to the Union for the remittance or payment of any sum other than that constituting actual deductions made from the wages earned by employees for Union dues and initiation fees or the representation fee.

Section 5 The Union shall indemnify and hold harmless the Board from any and all claims, demands, suits and other forms of liability by reason of any action taken or omitted by the Board for purposes of complying with Article II of this Agreement.

ARTICLE IV

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.

Section 2 The Stewards will be allowed reasonable time during working hours, without loss of pay, to investigate and present grievances. The Director of Human Resources, or his/her designated representative, 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. 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

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 his/her designated representative, 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 his scheduled working hours.

ARTICLE VI

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 he has a grievance shall discuss the matter with the Principal of the building of primary work assignment, or the Employer Designee in all cases where the primary work assignment is not within a particular school

building. The grievance must be presented to the Principal or the Employer Designee within five (5) working 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 or Employer Designee.

Step Two: If the grievance is not resolved at Step One (1), it may be reduced to writing and submitted in triplicate to either the Building Principal or the Employer Designee within ten (10) working 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 Director of Human Resources and the President of Local Union. The Employer Designee shall render his/her decision in writing within seven (7) working 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 within fifteen (15) working 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 his/her Designee shall render his/her decision in writing within ten (10) working days 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) working 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) days.

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) school days 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 to him 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.

- A. He shall have no power to change the legal substance of this Agreement.
- B. He 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 his 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

Discharge and Discipline

Section 1 Any employee may be discharged or disciplined for just cause. The Superintendent of Schools, or his/her designated 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 Director of Human

Resources will designate an area where such discussion may be held. Upon request, the building principal or Director of Human Resources 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, except suspensions, twenty-four (24) months or older, shall not be used against the employee. Any suspensions or termination, thirty six (36) months or older, shall not be used against the employee or made available to individuals or businesses outside the Berkley School District.

ARTICLE VIII

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 ninety (90) calendar days. The ninety (90) calendar day probationary period shall be completed within one (1) year. When a new employee completes his probationary period, by completing ninety (90) calendar days within one (1) year, he shall be placed on the seniority list and his seniority shall date from the day ninety (90) calendar days prior to the day he completed his probationary period. There shall be no seniority among probationary employees. The probationary period may be extended by an additional sixty (60) days upon notification to the Union President.

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 An employee who is promoted during his probationary period will be deemed to have satisfactorily completed his probationary period in the classification from which he has been promoted. Any employee, who, in the opinion of the administration, does not satisfactorily complete his probationary period in the classification to which he 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, he 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 quits 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

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:
 - 1. 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 he 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.

- C. Employees being laid off shall be given at least fourteen (14) days notice of layoff. 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. (i.e., 0000).

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 his 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, he shall be considered to have quit. Extension will be granted by the employer in proper cases.

ARTICLE X

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, he shall accumulate seniority while working in the position to which he 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 be necessary, the transferred individual will be permitted to complete his regular shift on the day of notification, and receive overtime pay for time worked on the shift to which he is 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.

ARTICLE XI

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 bargaining unit 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. Thirty (30) points will be awarded to the top applicant, twenty (20) points to the second applicant and ten (10) points to the third applicant. Other applicants will not be awarded any points.

- C. The Director of Human Resources 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 eighteen (18) years of service.
- G. The applicant with the greatest number of points will be granted a ninety (90) day trial period to determine:
1. Employee's desire to remain on the job; and
 2. Employee's ability to perform generally the job.

Section 2 During the ninety (90) calendar day 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. The matter may then become a proper subject for the second step of the grievance procedure.

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, he/she shall receive the higher pay rate. If a head custodian is to be off for more than one week, his/her job is to be given temporarily to the employee in the building with the most seniority that has the qualifications. The employee who is temporarily assigned shall be afforded the opportunity to also work his/her 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, including those created by an employee on leave of absence, 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

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 his/her 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 his/her 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 his probationary period and upon completing it, will have seniority equal to the time he 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

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 shall be posted on a temporary basis. Employees returning after one (1) year shall be allowed to bump the least senior employee, including probationary employees.

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. 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, grandparents, mother-in-law, father-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 he/she 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 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 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.

- E. An employee on leave shall not lose sick leave time accumulated prior to his leave. However, sick time shall not accumulate during his unpaid leave of absence.

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

ARTICLE XIV

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

Personal Leave

Section 1 Four (4) personal 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 school hours. Unused personal leave days shall be added to the individual sick leave bank.

Section 2 Some examples of legitimate reasons for granting such leave days are:

- A. Legal matters concerning the settling of an estate or the purchase of a home.
- B. Attending the funeral of a close friend.
- C. Meeting religious obligations.
- D. Taking time off to get married.

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

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 (1) week, but not both.

- A. At the employee's option, compensatory time may be taken as pay or as time off, at the appropriate rate.
- B. Sick, vacation, holidays and personal days shall be considered as time worked for any pay purposes.

Section 2 Double time an employee's regular straight time hourly rate shall be paid for all hours worked on Sunday.

Section 3 An employee who is called back to work after having completed his 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 employee 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 posted in each building. 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. Friday shall be paid in the pay period in which earned.

ARTICLE XVII

Holidays

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

Independence Day July 4, 2005

Friday prior to Labor Day	September 2, 2005
Labor Day	September 5, 2005
Thanksgiving Day and Friday following Thanksgiving	November 24 and 25, 2005
Winter Break	December 22-23-26-28-29-2005; January 2, 2006
Martin Luther King's Birthday	January 16, 2006
Spring Break	April 14, 2006
Memorial Day	May 29, 2006

A minimum of fourteen (14) holidays will be granted for the 2005-2006 school years.

Section 2 All regular employees scheduled to work during the week in which a holiday falls will be paid, at his regular straight time rate, for the holiday provided he 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, he shall receive double time for all hours worked.

ARTICLE XVIII

Vacation

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 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 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 1st 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 his/her 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 mid year, the vacation hours will be prorated for the period of service time. Any unused vacation time will be paid to the employee in his/her last paycheck. Should the employee have used vacation time over and above the prorated hours when he/she leaves the District, the overage will be deducted from the employee's last paycheck.

Section 5 **For current employees only:** A current employee who has accumulated unused vacation days as of June 30, 2006 may, by June 30, 2008, utilize his/her unused days in one (1) of several ways:

1. If the employee is entitled, s/he may be paid for eighty (80) hours of his/her unused vacation days accumulated in 2005-2006 by June 30, 2007.
2. If the employee has over eighty (80) hours of unused vacation time accumulated by June 30, 2006, s/he may only use half of those days as vacation days in 2006-2007 and the remaining half in 2007-2008.
3. If the employee has less than eighty (80) hours accumulation of unused vacation time, the employee may use those days during the 2005-2006 or the 2006-2007 school year or both.

Section 6 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 7 Vacations may, insofar as possible and after qualification in accordance with the terms of this Article, 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 8 If a holiday falls during the employee's vacation period, he 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

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 his/her assignment, each custodian will participate in one of the evaluation levels as determined by the administrator. Employees may request and if requested, have union representative present at any evaluation meeting. Head custodians will not be required to evaluate employees for annual performance reviews. Inspections may be conducted by the head custodian. Data may be collected and submitted to the supervising administrator in an objective manner. Data submitted by the head custodian shall not be used against an employee for purposes of discipline and or discharge.

Section 2 The regular workday for all shift employees shall include a paid lunch period not to exceed one-half (1/2) hour, and two (2) fifteen (15) minute breaks per shift. Employees are to remain on site during their lunch period and breaks.

Section 3 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 4 A custodian shall 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 his 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 5 During summer vacation, there shall be no change in pay for classifications worked and there shall be no questions about assignment to classifications.

Section 6 Head Custodians and IV B Custodians shall be reimbursed at the rate of fifty (\$50.00) 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.

Section 7 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 8 Supervisors shall not perform custodial duties on a full-time basis, except in cases of real emergency.

Section 9 The Board will furnish all tools, safety shoes (up to a limit of one-hundred (\$100) dollars), gloves, coveralls, eye protection for all maintenance employees and custodians as needed.

Section 10 Employees with boiler operator's licenses shall be reimbursed the cost of each license renewal.

Section 11 An allowance of two-hundred and fifty (\$250) dollars will be provided for the purchase of designated uniforms. Employees will be reimbursed upon submission of uniform receipts.

Section 12 Winter jackets will be provided employees where outdoor work is a major function of the job. An allowance of thirty (\$30) dollars annually will be allocated for the purchase of designated jackets. The allowance is cumulative from year to year.

Section 13 The Board will permit custodians to make brief personal local phone calls. Toll calls require the prior approval of the supervising administrator when possible. The employee is to reimburse the district for such calls.

ARTICLE XX

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.

- A. Employees will be compensated under a sick/personal leave incentive plan by July 31st of each year as follows: 0-1 days used = \$250, 2-3 days used = \$125. A doctor's statement may be required by the Board of Education for any absence of five (5) consecutive days or at any time after four (4) absences of any duration during a twelve (12) month period.

- B. Upon retirement any unused sick leave will be paid at the rate of ten (\$10.00) dollars per day.

Section 2 Sick Leave Bank - The Board of Education will cooperate with the Union in the establishment of a sick leave bank. 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 participating 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 his 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 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) member qualifies at one (1) time, they shall share the bank until recovery or the bank is depleted.
- F. 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 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.
- I. An employee who is off work on a documented medical leave of absence shall, upon return to work, be placed in the position that he/she held on the most recent day worked prior to the injury/illness, if the employee returns to work within twelve (12) calendar months from the last day worked. Effective with the execution of this agreement, employees returning to work after being on a medical leave of absence for more than twelve (12) months shall return to an open position at the level previously held or bump a less senior person in that classification. If there is no less senior person in that classification, the employee may bump a less senior person in the next lower level. Seniority and benefits, excluding LTD, shall continue for two (2) years.

ARTICLE XXI

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

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

Insurance and Severance Pay

Section 1 The Board will provide full family hospitalization and medical insurance coverage for all eligible employees and qualified dependents. Full family coverage shall mean the cost of Blue Cross Community Blue One (1) or equivalent, with an XVA rider (excluding voluntary abortions), a twenty-five (\$25) dollar ER co-pay instead of fifty (\$50) dollars, either at the point of service or reimbursed to the twenty-five (\$25) dollar level if employee is required to pay fifty (\$50) dollars, and a twenty percent (20%) mental health employee coinsurance instead of fifty percent (50%), either

at the point of service or reimbursed to the twenty percent (20%) level if the employee is required to pay fifty percent (50%). The Board will also provide a prescription program with a five (\$5) dollar generic co-pay and a twenty (\$20) dollar brand name co-pay, with contraceptive coverage and a ninety (90) day supply available at the cost of a thirty (30) day co-pay for mail order and or retail Rx fills.

Number of staff members participating	Monthly cash in lieu of will be...
5 (1 beyond current participation level)	\$200
6 (2 beyond current participation level)	\$300
7 or more	\$400

Section 2 Employees electing not to receive board provided health insurance shall be granted a TDA payment of one-hundred and twenty-five (\$125) dollars per month.

Section 3 The Board will provide each eligible employee and their qualified dependents with a dental payment of eighty percent (80%) for Class one (1) (Preventative), eighty percent (80%) for Class two (2) (Basic Restorative), eighty percent (80%) for Class three (3) (Major Restorative), and eighty percent (80%) for Class four (4) (Orthodontia), with an annual maximum of one-thousand (\$1000) dollars for classes one (1), two (2), and three (3) combined, and a lifetime maximum of one-thousand (\$1000) dollars for class four (4).

Section 4 The Board will provide each regular employee with a fifty-thousand (\$50,000) dollar life insurance policy with D & D RDER at Board Expense.

Section 5 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 (30) 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 three (3) consecutive months.
- 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 two-thousand (\$2,000) dollars.

Section 6 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. An employee must retire under the Michigan Public School employee's 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.

Section 7 Employees injured on the job will be paid twenty-six (26) weeks full pay minus Worker's Compensation. After twenty-six (26) weeks of absence for such an injury, sick pay may be used, if requested.

Section 8 Emergency Closing of School
Employees needed to work when schools are closed due to an emergency will be notified by their supervising administrator.

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 added to their current vacation allowance. At least two (2) persons at the elementary, three (3) persons at the middle school and seven (7) persons at the high school will be notified to report for duty. Insofar as possible, assignment will be scheduled on a rotational basis.

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 9 Ten (\$.10) cents per hour shall be added to the hourly rate of any employee, covered by this Agreement, who shall successfully complete a program or course of study leading to a certificate or license in a field directly connected to his employment. Fifteen (\$.15) cents shall be added to the hourly rate of employees who have achieved a boiler operator's 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 his/her designee.

Section 10 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.

Section 11 The Board will provide each eligible employee and their qualified dependents with a vision plan consistent with the schedule below, at Board expense, less a deductible of \$6.50 for each examination and \$18.00 for combined lenses and frames. Also, the total maximum benefit payable for each insured person in each plan year for all cosmetic contact lenses and exams is \$110.00. Deductibles do not apply to cosmetic contact lenses and exams for them. All benefits are available once per plan (benefit) year for each insured person (every twelve (12) months, July through June).

Exam: Optometrist:	\$28.50	Ophthalmologist:	\$38.50
Spectacle Lenses:	Clear:	Color Tints/Color Coats:	Polarized:
(Pair)			
Single Vision	\$29.00	\$33.00	\$47.00
Bifocal	\$51.00	\$61.00	\$81.00
Trifocal	\$63.00	\$75.00	\$101.00
Lenticular	\$75.00	\$89.00	\$119.00
Frames:	\$44.00		
Contact Lenses (Pair including exam):		Necessary	\$175.00
		Cosmetic	\$90.00

ARTICLE XXIV

Custodial/Maintenance Salary Schedule

For the 2005-2006 school year, the custodial/maintenance unit's salary schedule shall be increased by a factor of no less than 1.00%. This factor will be adjusted upward by the applicable rate included in the following schedule if the final, audited fall 2005 student count (enrollment) is higher than the previous fall count.

Each AFSCME member shall receive one (1) time "off grid" payments for each of the contract years, payable on the first payroll of December.

2005/2006	\$550.00
2006/2007	\$425.00
2007/2008	\$425.00

For the 2006-2007 school year, the custodial/maintenance unit's salary schedule shall be increased by a factor of no less than 1.00%. This factor will be adjusted upward by the applicable rate included in the following schedule, capping out at the foundation grant percentage increase realized by the district for this fiscal year, if the final, audited fall 2006 student count (enrollment) is higher than the previous fall count.

For the 2007-2008 school year, the custodial/maintenance unit's salary schedule shall be increased by a factor of no less than 1.00%. This factor will be adjusted upward by the applicable rate included in the following schedule, capping out at the foundation grant percentage increase realized by the district for this fiscal year, if the final, audited fall 2007 student count (enrollment) is higher than the previous fall count.

In addition to salary:

If the FTE enrollment is greater than the previous fall count by: then 1.00% + this factor is paid

20	0.16%
30	0.32%
40	0.64%
50	0.96%
60+	1.28%

2005-2006, 2006-07, and 2007-2008 salary schedules to be calculated when the district's foundation allowances has been determined.

Longevity

For all eligible employees hired before July 1, 1999, longevity pay at the rate of one percent (1%) of the employee's 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.

For all eligible employees hired after July 1, 1999, the following longevity schedule shall apply:

More than 5 years	1%
More than 10 years	2%
More than 15 years	3%

Longevity eligibility shall be calculated as of September 30 of each calendar year.

2005-2006 (+1.0%)

Class O – High School Head Custodian

Step 0	\$20.68
Step 1	\$21.49
Step 2	\$22.18
Step 3	\$23.11

Class I – Middle School Head Custodian

Step 0	\$19.54
Step 1	\$20.31
Step 2	\$21.03
Step 3	\$21.92

Class II – Elementary Custodian

Step 0	\$18.74
Step 1	\$19.57
Step 2	\$20.23
Step 3	\$21.18

Class IIIA – Central Maintenance

	<u>Day Shift Leader</u>	<u>Day Maintenance</u>	<u>Afternoon Shift Leader</u>	<u>Afternoon Maintenance</u>
Step 0	\$17.97	\$17.55	\$18.12	\$17.70
Step 1	\$18.76	\$18.32	\$18.91	\$18.47
Step 2	\$19.43	\$18.99	\$19.58	\$19.14
Step 3	\$20.60	\$19.96	\$20.75	\$20.11

Class IIIB – Building Day Maintenance

Step 0	\$16.78
Step 1	\$17.57
Step 2	\$18.28
Step 3	\$19.26

Class IVA –Afternoon Shift Leader

Step 0	\$16.47
Step 1	\$17.39
Step 2	\$18.13
Step 3	\$19.05

Class IVB –Single Custodian Building

Step 0	\$16.23
Step 1	\$17.12
Step 2	\$17.79
Step 3	\$18.79

Class V – Custodian -- Groundskeeper

	<u>Day</u>	<u>Afternoon</u>	<u>Midnight</u>
Step 0	\$15.54	\$15.69	\$15.84
Step 1	\$16.42	\$16.57	\$16.72
Step 2	\$17.09	\$17.25	\$17.40
Step 3	\$17.87	\$18.02	\$18.18

Classifications

Classification O	Head Custodian – High School
Classification I	Head Custodian – Middle School
Classification II	Head Custodian – Elementary
Classification III	Maintenance Shift Leader Central Maintenance Department
Classification IIIB	Building Day Maintenance
Classification IVA	Afternoon Shift Leader
Classification IVB	Single Custodian Building
Classification V	Custodian – Groundskeeper

Afternoon shift receives – fifteen (\$.15) cents per hour shift premium.

Night shifts receive additional fifteen (\$.15) cents per hour shift premium.

ARTICLE XXV

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

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

Duration

This Agreement shall be in effect from July 1, 2005 through June 30, 2008 and shall continue in effect from year to year thereafter unless written request to modify is delivered by either party to the other at least sixty (60) days prior to June 30, 2008.

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: _____

By: _____

LOCAL NO. 1084 Affiliated with

MICHIGAN COUNCIL 25 OF THE AMERICAN FEDERATION OF

STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

Date

By: _____

By: _____

By: _____

By: _____
