Agreement

between the

Birmingham Public Schools
Board of Education

and

Council No. 25 Local Union No. 1860
American Federation of State, County,
And Municipal Employees, AFL-CIO

Covering the contracts negotiated for the periods:

July 1, 2026 - June 30, 2029

Birmingham
PUBLIC SCHOOLS

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AGREEMENT

This Agreement is entered into on this 25th day of August, 2026, by and between the Board of Education of the Birmingham Public Schools, Oakland County, Michigan, (hereinafter referred to as the "EMPLOYER") and Council No. 25, and its affiliate Birmingham School Employees' Local Union No. 1860 (hereinafter referred to as the "UNION"), American Federation of State, County, and Municipal Employees, AFL-CIO, effective July 1, 2026 through 11:59 p.m. June 30, 2029.

ARTICLE 1
PURPOSE AND INTENT

A. The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union.

B. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a quality service to the community.

C. To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative conduct between the respective representatives at all levels and among all employees.

ARTICLE 2
AID TO OTHER UNIONS

The Employer will not aid, promote, or finance any labor group or organization, purporting to represent an or all of the employees in the bargaining unit, which purports to engage in collective bargaining, or make an agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 3
RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions for all of its maintenance, grounds, custodial employees and computer repair technician, but excluding the supervisors of all facilities, maintenance, fleet maintenance transportation, noon aides, contracted security guards, office clerical employees, supervisors, executives and professional employees.

ARTICLE 4
UNION SECURITY

A. Employees are not required to join the Union as a condition of employment in accordance with applicable State law.

B. Employees who voluntarily elect to pay Union dues shall sign mail in dues or submit payment directly to the Secretary/Treasurer of the local.

C. In accordance with Union Bylaws, employees shall be deemed to be a member in good standing within the meaning of this section, provided they are not more than sixty (60) days in arrears in payment of union dues.

D. If Public Act 53 of 2012 is repealed, the district will automatically resume to auto deduction of union dues.

ARTICLE 5
UNION REPRESENTATION

A. The names of the president and vice president shall be furnished in writing to the Employer promptly, and such notification shall be within five (5) school days immediately following their appointment or election. No president or vice president shall be recognized by the Employer or act on behalf of the Union until the Employer has been so notified.

B. The president and vice president, during their working hours and without loss of compensation, may investigate and present grievances to the Employer. Before entering upon such union business, the president and vice president shall advise their immediate supervisor. Approval for the president and vice president to leave his/her job assignment for a reasonable period of time to complete his/her Union business will not be unreasonably withheld with the understanding that the time will be devoted to the proper handling of grievances and will not be abused. Any alleged abuse by either party will be a proper subject for a Special Conference.

C. Special conferences for important matters will be arranged between the local president and the Employer's designated representative upon the request of either party. Unless otherwise agreed, such meetings, at mutually agreed to times and places, may be attended by up to three (3) representatives of the Employer and the Union. Unless otherwise agreed, arrangement for such Special Conferences shall be made at least twenty-four (24) hours in advance. An agenda of the matters to be taken up at the meeting together with the names of the conferees representing the requesting party shall be presented at the time the conference is request. Matters taken up in Special Conferences shall be confined to those included in the agenda. Such conferences shall be held during regular work hours. Members of the Union shall not lose time or pay for time spent in such Special Conferences, and no additional compensation will be paid to such employees for time spent in such conferences, and no additional compensation will be paid to such employees for time spent in such conferences beyond regular work hours. A representative of Council No. 25 and/or a representative of the International Union may attend the Special Conference at request of either party. When mutually agreed or in writing and more than three (3) employees shall be affected, the employees affected may choose three (3) additional representatives to attend the Special Conference.

D. Union meetings, with more than 3 employees in attendance, will be held outside of weekly work hours. The Employer agrees to provide a building for the union to meet in, outside normal weekly work hours.

ARTICLE 6
DUES DEDUCTION

The employer shall deduct the required amount of fees for payment of Union dues or a service charge from the pay of each Employee from whom it receives a written, signed authorization to do so. The amount of deductions shall be communicated to the Employer not less than 60 days after the implementation of this Agreement and can be changed only by written notice of the Employer not less than thirty (30) days before the check reflecting the change is to be issued. Such dues or service charges are to be deducted each calendar month and remitted to the Union Representatives of the local Union not later than the tenth day of the following month. The Employer shall furnish to the Union a monthly listing of Employees for whom the Employer has received signed authorization for deduction or service charge made and shall state for whom deductions were not made.

A. Employer Responsibility: Deductions shall be made only in accordance with the provisions of said authorization for check-off dues or service charge, together with the provisions of this Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues or service charges, special assessments or any other deduction not in accordance with this provision.
B. Limit of Employer's Liability: The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any other sum other than that constituting actual deductions made from wages earned by Employees. The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Article 4: Union Security and Article 6: Dues Deduction of this Agreement.
C. Termination of Check-Off: An employee shall cease to be subject to check-off dues or service charges beginning with the month immediately following the month in which he is no longer a member of the bargaining unit or submits a notice to cancel or revoke the authorization. Any employee may voluntarily cancel or revoke the authorization for check-off deduction upon 30 days written notice to the Union. The Union will inform the Employer in writing of those members who elect to cancel deductions.

P.E.O.P.L.E./Political Action Contribution

The Employer agrees to deduct from the wages of any employee who is a member of the Union, a PEOPLE deduction as provided for in a written authorization in accordance with the standard form provided to the Employer by the Union, and providing that said form is executed by the Employee. This deduction may be revoked by the Employee at any time by giving written notice to both the Employer and the Union.

P.E.O.P.L.E. Shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid to them. The Employer of any of the officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding a check in payment of such deductions by mail to the P.E.O.P.L.E's AFSCME, AFL-CIO, P.O. Box 65334, Washington, DC 20035. The Employer and its officers and employees shall be released from all liability to the employees-assignors and to the PEOPLE under such assignment.

The Union agrees to indemnify the Employer and hold harmless against any and all claims, causes of action, costs, fees, penalties and other forms of liability including attorney's fees incurred by the Employer arising out of compliance with this Article, compliance with state or federal law, or in reliance upon the Voluntary Deduction Authorization form. The Union also agrees that it will immediately make the Employee whole if the Employer mistakenly deducts all or a portion of the PEOPLE fees, or mistakenly fails to stop deducting from the employee's paycheck in accordance with a valid revocation of a Voluntary Deduction Authorization form.

If any provision of this article in invalid under federal law or the laws of the State of Michigan, said provision shall be modified to comply with the requirements of Federal or State law or shall be renegotiated for the purpose of adequate placement.

ARTICLE 7
DISCIPLINE

A. The Employer shall have the right to discipline, suspend, or discharge an employee for proper cause. The parties recognize, where practicable, the principles of progressive discipline will be implemented, except in the cases of serious or gross violation, such as assault, theft, routine abuse or negligence involving district equipment/vehicles and immoral or indecent conduct.

B. The Employer will notify the employee in writing of any disciplinary penalty he/she receives. Such notice to him/her shall also set forth the reason(s) for the Employer's action. The president may also be sent a copy of this notice. The local union president and vice president may receive copies of suspensions and termination at such time as notice is given to the employee. The local union president or vice president should be present at the time disciplinary action is imposed. This may be the request of the Employer of the Union.

C. If the Employer determines that there is or may be proper cause for the discharge of an employee but it wants to review the matter further, the Employer may elect to first suspend the employee for up to five (5) working days prior to the determination for the Employer's final decision on the matter. If, following such a suspension, the Employer's final decision is to give the employee a disciplinary layoff rather than a discharge, any days he/she is so suspended will be counted in the total number of days of his/her discipline.

   An employee who is discharged who elects to contest the Employer's decision, or the Union may file a written grievance beginning at Step 4 of the grievance procedure set forth in Article 7.

D. Any employee found to be unjustly suspended and/or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

E. The Union agrees the Employer shall have the unconditional right to terminate a probationary employee. Article 7 shall not be applicable to or be utilized to protest the Employer's termination of a probationary employee.

F. An employee may review his/her personnel file upon making a request to do so.

ARTICLE 8
GRIEVANCE PROCEDURE AND ARBITRATION

A. A grievance is defined to be a complaint by an employee within the unit based upon an event or condition, which is claimed or considered to be a violation, misinterpretation, or misapplication of this Agreement. This grievance procedure shall not be applicable to any situation where the employee has a remedy to a governmental agency, where the Employer is without legal authority to take the action sought, or to remedy a complaint where the matter complained of is not covered by this Agreement.

B. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any supervisory or administrative personnel and having the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement and the Union has been given the opportunity to be present at such adjustment. Likewise, nothing contained herein shall preclude the Employer form utilizing the grievance and arbitration procedures set forth herein in connection with grievances as defied above. Further, the Union may at its discretion file a grievance with or without the grievant. The Employer or any of its authorized representatives may file a grievance beginning at Step 2 through Step 4 against any employee and/or the Union.

C. Grievances shall be settled in the following manner:

Step 1

An employee with a grievance will first discuss it with his/her immediate supervisor with the objective of resolving the matter informally. The president or vice president may be present during the discussion.

Step 2

If the grievance has not been settled, it shall be reduced to writing and presented; within five (5) working days to the department head or his/her designated representative. The department head or his/her designated representative shall forthwith endeavor to meet and adjust the grievance with the employee and his/her representative. Within five (5) working days after such meeting, the department head or his/her designated representative shall give his/her answer, in writing, to the employee and his/her representative. Grievances arising from an action beyond the jurisdiction of an immediate supervisors will begin at Step 2. A ten (10) working day extension will be granted upon request by the party needing the extension and if no decision is given by the end of that extension the grievance may be moved to Step 4.

Step 3

If the grievance remains unadjusted, it may be presented, in writing by the Union representative to Human Resources within five (5) working days after the response of the department head. Human Resources will endeavor the set up meeting to discuss the grievance with five (5) working days. Such Step 3 meeting will include the local union president or vice president and may be attended by a representative of Council 25. Within five (5) working days after such meeting, the Step 3 answer shall be rendered in writing to the Union representative, with a copy to the local union president and vice president.

Step 4

Arbitration: If the grievance is still unsettled, either party may, within fifteen (15) working days after the Employer's answer, and by written notice to the other party, request arbitration.

Within fifteen (15) working days after such notice to arbitrate, the Union and the Employer shall endeavor to agree upon a mutually acceptable arbitrator. If the parties are unable to agree, a request for a list of arbitrators will be made to the American Arbitration Association by the party seeking arbitration within the next fifteen (15) working days. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

The arbitrator so selected will hear the matter promptly and will issue his/her decision not later than thirty (30) days from the date of the close of the hearings. The arbitrator's decision will be in writing and will set forth his/her findings of facts, reasoning, and conclusions on the issues submitted.

The power of the arbitrator stems from this Agreement, and his/her function is to interpret and apply this Agreement and to pass upon alleged violations thereof. He/she shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall he/she have any power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the Employer. The Union, and the grievant, provided that the arbitrator shall not substitute his/her judgement for that of the Employer or of the Union.

The costs of the arbitrator's services, including expenses, if any, shall be borne equally by the parties.

D. No grievance shall be processed unless it is presented within eight (8) working days of its occurrence or knowledge of its occurrence. The time limits set forth above in Steps 1 through 4 may be extended in writing for good cause shown or mutual consent of the parties. Time limits set forth herein or agreed upon shall be considered as substantive, and failure to conform to them shall mean default by the party failing to conform.

ARTICLE 9
STRIKES AND LOCKOUTS

A. The union agrees that it and all employees shall not authorize, sanction, condone, or participate in any strike. Strikes shall include unanticipated absences in a significant number, mass absences or similar tardiness or attendance conditions as determined by the Employer. Strike shall also mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part or interference with the full, faithful, and proper performance of the duties of employment for any purpose whatsoever.

B. In the event of any such violation of this Article, the Union shall endeavor to return the employees to work as expediently and quickly as possible by:

   a. Delivering the Employer a notice addressed to all employees repudiating such acts of the employees and advising them to cease such acts and return to work.

   b. Taking such other action that it deems reasonable and appropriate to bring about compliance with the terms of this Agreement.

C. The parties agree that the Employer may discipline and employee who commits any violation of this article.

D. The employer shall not institute a lockout of employees during the term of this agreement.

ARTICLE 10
WORKING HOURS AND OVERTIME

A. It is understood and agreed that the regular workweek of all employees, shall consist of forty (40) hour week to be worked in five, eight (8) hour days, exclusive of meal periods. This provision is not to be construed, however, as either a guaranteed minimum or maximum workday or workweek.

Employees regularly scheduled to work eight (8) hours per day will receive 30 minutes (unpaid) for lunch. Lunch breaks must be taken by employees.

Employees are eligible to take a fifteen (15) minute break for every four (4) hours of work.

Shift assignments and the number of employees to be assigned at a given location will be done in accordance with the Agreement and the practice of determining the shift assignments within the building. Changes to shift assignments for employees shall be discussed with the union prior to changes being made.

B. Time and one-half (1.5) the employee's regular straight time hourly rate shall be paid for all hours work in excess of forty (40) hours in one week, and for Saturday, but there shall be no pyramiding.

C. Holidays, leaves for Union business, personal business days and vacations shall also be considered as time worked. All other leave or time off, including sick time, whether paid or not, shall not be considered as time worked.

D. On holidays, overtime shall be in addition to the holiday pay as set forth in Article 22. Employees assigned to check buildings on weekends or holidays shall receive time and one-half (1.5) their straight time hourly rate in addition to the holiday pay for all hours worked.

E. Employees called in after the end of their regular shift shall be guaranteed three (3) hours pay at time and one-half their normal hourly rate for the work performed. Employees called in for unscheduled work on a Sunday, or holiday shall be paid a minimum of three (3) hours pay at double their normal hourly rate for the work performed.

F. **Scheduling of Overtime for Custodians**

Overtime will be scheduled according to the following process:

a. Overtime will be covered by employees in their assigned building or department first on a rotational basis starting with the highest seniority.
b. If overtime is not covered within the building or department, then it will be offered district wide by district seniority by classification (Ex custodian, maintenance, grounds) based on highest seniority to lowest seniority
c. If overtime is still not covered, it will be mandated among the building or department staff starting with lowest seniority.

Acceptance of overtime:

If an employee is scheduled to work overtime/ extra time during the weekend and calls off the Friday before

the assigned overtime, they are removed from the scheduled weekend overtime assignment.

Approval of overtime:

Any overtime must be pre-approved by the Director of Facilities, Custodial Manager or designee before worked.

G. Scheduling of Overtime for Maintenance and Grounds

a. Except in an emergency, when outside overtime is required, it shall be rotated among the employees in each classification in each building or department, provided, however, the employee is able to perform the overtime work. Rotation shall be on the basis of charged overtime. The employer shall not be obligated to offer overtime to employees who are off duty during the week of the scheduled overtime. New employees upon completing probation, or employees assigned to different buildings or departments, shall be placed at the bottom of the overtime list and charged with the same amount of overtime hours of the employees with the highest overtime hours.

b. As an exception to the forgoing, overtime in the Maintenance Department will be rotated among the employees assigned to its various work groups. They are as follows: Carpentry, Electrical, Grounds, Plumbing/Heating)

c. Additional employees necessary to work overtime in a work group will be selected from among employees assigned to the other work groups based on the lowest overtime hours, the qualifications required to perform the work and seniority

d. A representative from Management and a representative from the Union (president or vice president) will work together on a weekly or biweekly basis to distribute extra day time hours on a rotation basis, originally by seniority and thereafter rotated by equalizing hours worked or charged.

e. An employee reporting for snow or ice removal shall be paid at the double time rate for all hours worked until their regular shift starts and double time after their regular shift if this same work continues or resumes

f. When overtime is used to replace an absent employee, except when the employee's absenteeism is due to vacation, or any leave of absence, the absent employee will be charged the highest number of overtime hours worked for this reason.

g. No overtime can be refused without sufficient reason if the employee receives at least two (2) days' notice thereof. If an employee fails to work the overtime, he/she shall be removed from the rotation list until the Union, and the Employer agree upon his/her return.

h. If all the employees on the list refuse to work the overtime, the Employer may require the overtime to be worked by the employee(s) with the lease seniority in the classification possessing the qualifications and/or ability required.

i. Records of overtime worked shall be posted on the bulletin board and kept current.

j. Employees who do not report for a scheduled overtime assignment will be charged with the scheduled number of overtime hours as though they had worked but will not be paid. The charging of all other overtime hours shall be on the basis of the payment for overtime hours worked.

k. The employer shall have the right to hire needed, non-bargaining unit, seasonal labor for the limited purpose of assisting with grounds work for the time period of March through October each year.

ARTICLE 11
TIME KEEPING/ATTENDANCE REPORTING

The District will comply with the mandatory record keeping as prescribed by the U.S. Department of Labor, Fair Labor Standards Act (FLSA) for all hourly employees. This record keeping may be done by either paper or electronic means.

ARTICLE 12
LEAVES OF ABSENCE

A. Medical Leave

All employees with twelve (12) months' length of service and 1,250 hours with the Employer are eligible to request a leave of absences under the Family & Medical Leave Act (FMLA) for their own serious health condition or that of an immediate family member, as defined by the FMLA. The employees must notify the Employer and the Union at least thirty (30) days of prior to the absence, whenever possible. Such leave shall be granted for up to one (1) year. Sick time may be used according to Article 18. Upon application to the Human Resources Department, the leave may be extended for one (1) year. During the time the employee is on leave of absence, he/she will not lose his/her seniority. When the employee returns to work, he/she will be returned to the position he/she held at the time the leave was requested for a period of up to one (1) year. After one year or in the even the employee's former position no longer exists, he/she will be returned to a comparable position (wages and hours) in his/her former classification. The Employer shall not be required to re-employ any person who is not physically capable of performing the duties applicable to his/her position. Except when he/she has been affected by a layoff, such employee shall be given the opportunity to work in another job classification if he/she is capable of performing such job.

- Insurance: 90 days provided by the district, upon the 91st day employee becomes COBRA eligible
- Seniority: Accrues for one (1) year, and then freezes

B. Educational Leave

Employees with twelve (12) months length of service with the Employer may be granted a leave of absence, not to exceed one (1) month in a calendar year, for educational purposes for attending conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skills or knowledge with reference to his/her work or position. Such leave, however, may be granted as long as it does not interfere with the orderly performance of work or functions of the schools.

- Insurance: Does not change while on leave
- Seniority: Continuous

C. Military Leave

a. Any employee serving in the United States Armed Forces shall, upon termination of such services, be offered re-employment in his/her previous position, as set forth in Michigan Public Act No. 45 of Public Acts of 1943, provided the employee has received an honorable discharge, seeks re-employment within ninety (90) days from the date of discharge, and is still qualified and competent to perform the work and duties required on a job.

b. Each employee who is already a member of the National Guard, who is called to active duty, shall be granted a leave of absence for the period of the time that s/he so serves, up to a period of one year. The

employer may extend the leave for one (1) additional year, where the U.S. Congress has authorized such military service.

c. Those employees who are members of the National Guard or Reserve units shall be granted a leave of absence for the necessary period during the year for such training.
   - Insurance: Continuously provided by the district for up to two (2) years while on active duty.
   - Seniority: Continues to earn seniority up to two (2) years while on active duty.

D. Maternity Leave

a. The employee shall submit a Leave Request form to Human Resources for an FMLA leave, and notify their supervisor, of the anticipated due date as soon as practicable, but at least 60 days prior to the due date. The FMLA Physician Statement form and FMLA application will also be submitted to Human Resources.

b. The employer shall grant an FMLA leave for eligible employees, or a leave of absence for non-FMLA eligible employees, for the purposes of maternity leave based on physician documentation. Sick time, if available, will be applied for the disability portion of the maternity leave. FMLA eligible employees may take up to 12 weeks of FMLA leave including the disability portion and the child care bonding portion or of the FMLA leave. Non-FMLA eligible employees will be granted up to 8 weeks of leave for maternity reasons. Employees with more than 2 years of seniority, may request a leave of absence without pay for a period of time up to one year, including the 12 weeks of their FMLA leave of absence. Such request shall state the length of leave requested.

c. If an employee receives medical documentation, during their pregnancy, which may affect their ability to perform all the functions of their job (Ex. lifting, standing, bending, walking, climbing, etc), the documentation must be submitted to Human Resources.

d. While on an FMLA leave of absence for maternity reason, the employee must provide a physician note to Human Resources prior to returning to work assignment.

e. If the employee returns to work during or at the end of their 12 weeks of FMLA leave, the employee shall be reinstated to the same or comparable position.

f. If a difference of medical opinion arises relative to the employee's employment while pregnant, during the maternity leave, or re-employment, it shall be referred to a physician mutually agreeable to the parties for his/her opinion, which shall be accepted by the parities and the employee involved. The fee of the physician selected by the parties shall be borne equally by the parties.

   - Insurance: eligible through FMLA period or 90 calendar days, after which time the employee become COBRA eligible
   - Seniority: Accrues for one (1) year, and then freezes

E. Childcare Leave

a. The Employer will grant a leave of absence without pay for childcare or adoption to an employee for a period of up to one year, upon receiving a written request from the employee that includes the length of time requested. The Employer will not grant requests for the same period of time for the care of the same child(ren) to any two or more employees.
   - Insurance: COBRA eligible upon the first day of the leave
   - Seniority: Frozen at the time the leave begins

F. Bereavement Leave

The Employer will grant up to five (5) days for the death of an immediate family member. Immediate family shall consist of spouse, children/-in-law, parents/in-law, siblings/in-law, grandparents, grandchildren, domestic partner and member of the household. If days are needed beyond the 5 bereavement leave days, employees may use personal days or sick days. Documentation can be requested by the district to verify the reasons for taking bereavement leave.

G. Union Business

Members of the Union selected by the Union to participate in Union business, conferences, seminars, or conventions, shall be granted a leave of absence without pay at the request of the Union, provided at least two (2) weeks' notice is given and the replacement of such employee does not require an additional expense to the Employer. A leave of absence for such Union activity shall not exceed one (1) month, nor shall more than five (5) employees be eligible for such leave during a calendar year.
   - Insurance: Does not change while on leave
   - Seniority: Continuous

H. Discretionary Leaves

All other types of leaves of absence may be granted with the consent of the Employer. However, in formulating their answer, consideration will be carefully given to individual situations, and every effort will be made to be consistent and fair in judgement. The union will be notified of the names of employees granted such leaves.

All such leave requests shall be considered on the basis of:

(1) The reason(s) for the applicant's request for such a leave;
(2) The number of employees on involuntary leaves, such as sick leaves;
(3) The Employer's manpower requirements prevailing during the period of the requested leave.

Discretionary leaves shall not be granted for less than one full week except in cases of emergency. The employer shall determine what constitutes an emergency. Discretionary leave decisions and decisions on emergency shall not be arbitrarily made.

An employee granted a leave under this section, upon return to work within six (6) month, shall be returned to his/her former positon. After six (6) months or in the even the former position no longer exits, the employee will be returned to a comparable position (wage and hours) in his/her former classification.

All employees granted a leave of absence for one (1) month or more shall notify the Employer of their intent to return to work not less than five (5) days prior to the expiration date of the leave of absence or five (5) days prior to their return to work date, whichever is earlier (except for maternity leave as set forth above)

I. Application for Leave

a. An employee shall submit any request for leave of absence, 5 days or greater, to his/her immediate supervisor in writing. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires. The request for leave, after supervisor approval, will be submitted to Human Resources.

b. Authorization for a leave of absence shall be furnished to the employee by Human Resources, and it shall be in writing. A copy of the leave authorization shall be provided to the Union secretary

c. Any request for a leave of absence shall be answered promptly. Requests for immediate leaves (for example, family sickness, or death) shall be answered before the end of the shift on which the request is submitted.

d. A request for a short leave of absence (a leave not exceeding one [1] month) shall be answered with five (5) days. A request for a leave of absence exceeding one (1) month shall be answered within ten (10) days.

e. In addition to seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to the position, they had at the time the leave of absences was requested except as provided under Sections A, D. However, if an employee is returning from an educational leave during which the employee has acquired the qualifications for a higher rated position, the employee shall be returned to the higher rated position under the following conditions.

1. The position remained open during the employee's leave, and it is still open at the time the employee returns from leave; and,
2. The employee requests assignment to the higher rated positon with ten (10) days after returning from an educational leave; and,
3. The employee has greater seniority than other qualified employees requesting assignments to the position.

ARTICLE 13
PROBATIONARY PERIOD

All new employees shall be on probation for a period not to exceed 90 calendar days. Upon completion of the probationary period, the employee's seniority shall date back to his/her date of employment. The District may extend the probationary period for an employee based on performance and/or attendance concerns, and will notify the Union in writing. The district will provide insured benefits starting after 89 calendar days.

In order that each new bargaining union member may be made familiar with the provisions of this Agreement, and his/her rights and responsibilities thereunder, the Union will schedule regular monthly meetings to provide an opportunity to meet with new bargaining unit members within thirty (30) days of their arrival within the Local Union's jurisdiction. The meeting will be allowed to take place privately in an appropriate location at the worksite agreeable to management and for a reasonable period.

ARTICLE 14
PROMOTIONS AND TRANSFERS

A. A promotion is an upward change in job classifications within the unit which results in additional compensation for additional duties or responsibilities performed during the regular work day. Promotions are not meant to include the taking on of additional duties within the same job classification or work involving overtime, shift differential, or premium pay.

B. A transfer is a lateral change within a classification. For example, a movement to another building or to another shift within the same classification falls into the definition of a transfer.

C. Whenever a vacancy in a position occurs, which position shall be considered to be a promotion, within the meaning of Section A, which position shall be considered a transfer within the meaning of Section B, which position shall be considered a demotion, or whenever a new job is created, the Employer shall publicize the same by giving written notice of such vacancy by posting the job classification and its duties in all areas where employees report for work. Postings will only be required in areas that employees are regularly working at the time.

No vacancy shall be filled except on a temporary basis, until such vacancy shall have been posted for five (5) work days. must apply through the districts application system, within the posting period. The employee shall retain a copy; provide a copy to his/her president or vice president, and their school principal or department head.

The Employer shall not be required to post the successful bidder's job until the employee has completed the trial period.

The Employer shall post vacancies due to an extended absence for an illness, injury, or other leave of absence of over thirty days (30) duration as a temporary posting; (posting will occur at the earliest time the length of absence is confirmed by the employee) unless the illness or injury is medically confirmed to be a permanent disability. An employee shall only be allowed to fill a temporary vacancy on this basis once every six (6) months. The Employer shall only be required to post the resulting vacancies for a total of two (2) times.

Employees "bidding" shall have the qualifications necessary to perform the job. Seniority shall be the governing factor if the employees "bidding" have the qualifications necessary to perform the job. The application of seniority shall be followed within occupation group in the following manner:

Transfers and Demotions	The senior applicant, within the occupational group, requesting a transfer or demotion shall be awarded the job. Note: Transfers shall not be granted to an employee who has transferred in the past six (6) months from date of posting, unless the employee has the only bid on file as a result of the posting.
Promotions	If no transfers are bid, the senior applicant, within the occupation group, (with the qualifications) requesting a promotion shall be awarded the job.
Reassignment (Occupation Group to Occupation Group Moves)	If no bids are received within the occupational group, then "bids" from other occupation groups shall be awarded on the basis of the longest service in the bargaining unit provide the senior applicant has the necessary qualifications for the reassignment.

The bid award shall be given to the Union president. They shall include the names-seniority dates of all applicants and the name of the person receiving the job. The Employer may hire new employees If no bids are received within the occupation group or from within the bargaining unit. The parties agree that the Director or designee maintains the right to initiate transfers he/she deems necessary, and this right will not be abused.

No probationary employee bidding shall be awarded a posted opening, except as approved by the Employer.

D. For filling vacancies (promotions and transfers within occupational groups; and demotions), the successful bidder shall be granted a 6 (six) week trial period to determine his/her ability to perform the job. If an employee is found unsatisfactory, he/she shall be returned to his/her former job. If an employee is found unsatisfactory or is denied the promotion, written reason must be given to him/her. During the trial period, the employee may request to be returned to his/her former job, and such request shall be granted. However, employees who receive transfers, demotions to other occupation groups, may be allowed to voluntarily return to their original job.

An employee who transfers from one job to another job in the same classification shall be granted a two (2) week trial period. The trial period for an employee who bids from one occupation group to another occupation group shall be granted a six (6) week trial period.

E. Any employee working above his/her job classification for one (1) day or more shall receive the higher base pay for all time worked in such higher job classification. Additional stipend pay will be paid if the employee working above his/her job classification possesses the necessary qualifications

to merit the additional stipend. If an employee works below his/her job classification, he/she shall still receive the pay of his/her regular classification.

F. If an employee is transferred from a classification covered by this Agreement to an assignment with the Employer not covered by this Agreement, he/she shall retain the accumulated seniority he/she possessed at the time he/she transfers to such an assignment. If such an employee returns to a classification covered by this Agreement, he/she shall bid on the position if a permanent opening exists at the time. Otherwise, he/she shall be placed in a permanent opening in the lowest paid classification of the occupation group of his/her former classification.

G. Occupation groups are defined by Article 14, Seniority, Section D. If an employee is so permanently reassigned, he/she will be given a six (6) weeks' trial period to demonstrate his/her ability to satisfactorily perform the work of the classification in his/her new occupation group. His/her seniority in the occupation group from which he/she is permanently reassigned shall be frozen at the amount he/she possesses as of the last day he/she works in it, and it will not further accumulate.

For purposes of Article 13, Promotions and Transfers, Section C, Article 14, Seniority, Sections C, D, and E, and Article 20, Vacations With Pay, the employee's seniority in his/her new occupation group shall commence and be measured from the first day he/she works in it, provided the employee has satisfied the requirements of E., above.

No employee shall maintain seniority in more than two (2) occupation groups. These are the one he/she is permanently assigned to and the one he/she was most recently permanently assigned to.

ARTICLE 15
SENIORITY

A. Seniority is a guide rule and a prime factor in determining the following working conditions for employees covered by this Agreement and as provided for by its terms in the following categories:

Vacations	Demotions	Transfers
Overtime	Promotions	Layoffs

B. An employee's seniority is recognized as an earned occupational factor resulting from his/her faithful and efficient performance of his/her assigned duties and responsibilities during the period of his/her employment with the Employer.

C. The seniority of all employees on the list shall commence with the original hire date in the union. The Union president shall be furnished with a list setting forth, in the order of their seniority, each employee's name and classification. When more than one employee is hired on the same date, seniority will be determined by alphabetical sequence according to the last name they were hired under. Such list shall be revised each six (6) months, with copies given to the Union. A seniority list by classifications will similarly be provided.

D. The seniority shall be applied in Sections E and F below, first within the specific classifications affected (i.e., specific positions within job titles) and then within the occupation group encompassing such classifications. The parties agree for the purposes of Sections E and F below there shall be four (4) occupation groups, as listed below. For staffing purposes, specific job titles shall be determined by the employer, after consulting with the union, to meet the district's specific needs.

Group 1	Custodial • Custodian • Lead Custodian • Head Custodian
Group 2	Grounds
Group 3	Skilled Trades • Building Engineer • Electrician • HVAC Specialist • Lock & Door Technician • Preventative Maintenance
Group 4	Computer Technicians

E. Layoffs. Reductions in the numbers of employees in any of the four (4) occupation groups shall be according to the application of the following procedures

a. Probationary employees in the affected classifications of an occupation group shall be terminated.
b. The necessary number of part time employees with the least seniority regularly working and/or

scheduled for less than the standard or conventional number of daily and/or weekly hours for their classifications and/or occupation group shall next be laid off from the affected classifications of an occupation group.

c. The necessary number of full time employees with the least seniority and regularly working or scheduled to work for the standard or conventional number of daily and/or weekly hours shall next be laid off from the affected classifications of an occupation group.

d. An employee who is laid off from his/her classification may bump, if he/she has greater seniority, the employee with the least seniority in his/her occupation group as follows, (with the parties agreeing no laid off or otherwise affected employee shall be allowed to "bump up"; i.e., or otherwise progress to a higher classification in his/her occupation group by the operation of this section or Section F, nor shall a part time employee bump or cause the layoff of a full time employee):

    i. Into a lower rated (paid) classification in his/her occupation group for which he/she is qualified either because said classification is in a direct line beneath the classification from which he/she is being laid off or bumped, or,

    ii. Because said employee has previously satisfactorily been assigned to the classification in his/her occupation group to which he/she is being laid off or bumped to, or,

    iii. To another classification within his/her occupation group to which his/her seniority entitles him/her where he/she can satisfactorily meet the standards and are qualified to perform the duties of the job. In the event a question arises as to the employee's ability to meet the standards and/or satisfactorily perform the normal duties of such classification, a trial period of up to five (5) working days shall be granted to settle the question.

e. It is expressly understood and agreed by the parties that, because of the dissimilarity in an individual occupation group and its classifications' duties and uniqueness of the normal operational functions of each occupation group, no employees laid off out of different occupation groups shall bump into or cause the layoff of any employee in another occupation group.

    The parties agree the only and single exception to the above absolute prohibition on inter-occupation groups bumping may be in the case of a laid off employee who possesses frozen seniority in another occupation group, as provided for and defined in Article 13, Promotions and Transfers, Section H.

    A laid off employee may, if he/she has greater frozen seniority in another occupation group than the employee with the least seniority in this same occupation group, bump that employee. The employee utilizing his/her frozen seniority to bump must also possess the qualifications for and be capable of satisfactorily performing all the duties and responsibilities of the classification to which he/she would bump and be laid off to. An employee who bumps using his/her frozen seniority shall only continue to accumulate seniority in the occupation group he/she is laid off from. His/her layoff and bump is also otherwise subject to and governed by all other provisions contained herein in Article 14, Seniority. The employee who he/she bumps and is laid off shall not be allowed to later and during the term of his/her layoff use his/her accumulated seniority as the basis of displacing the employee who bumped him/her.

f. The employees with the lowest seniority who remain without an assignment to a classification after the above described layoff and bumping procedures are implemented shall be the employee who

shall be laid off out of their occupation groups.

g. In no case will a laid off employee benefit from a layoff by bumping into a promotional position.

h. If an employee who is also a Union officer, that is, the President, Vice President, , is to be laid off out of his/her occupation group as provided for in Section E-F above, he/she shall displace the least seniority employee in his/her occupation group who otherwise would have continued to be employed, subject to the other written provisions of Section E above.

F. Recall. Laid off employees shall be recalled in the inverse order of the layoff--the most senior employees shall be recalled to the first opening in the classification from which the employee was laid off, or, if he/she had bumped down from his/her original position in the reduction of the work force before being laid off, to such original position. Recall will be by written certified notice, return receipt requested, to the employee's last known address on file with the school administration and shall require that the employee report for work within three (3) days after the date of delivery or proof of delivery or no delivery. See Section H.4, below.

G. Temporary Layoffs. In the event of temporary layoffs due to acts or occurrences not initiated or controlled by the School Board, the employees immediately affected may be laid off without regard for seniority for a period not to exceed one (1) week. Temporary layoffs which exceed the one (1) week period shall thereupon be regulated by seniority application.

H. Loss of Seniority. Seniority shall be broken and the employee shall be removed from the seniority list only for the following reasons:

a. If the employee quits or retires.

b. If he/she is discharged and the discharge is not reversed through the grievance process of this Agreement.

c. If he/she is absent for three (3) consecutive working days without notifying the Employer and fails to give explanations for the absence and lack of notice which are satisfactory to the School Administration.

d. If he/she fails to return to work from layoff when recalled from layoff as set forth in the recall procedure provided herein, unless he/she gives explanations for the absence and lack of notice, which are satisfactory to the School Administration.

e. If he/she overstays a leave granted for any reasons, as hereinafter provided.

f. If he/she is on layoff for a period exceeding two (2) years or the duration of his/her seniority at the time of layoff, whichever is greater.

g. If he/she deliberately falsifies his/her employment application or a leave of absence application.

ARTICLE 16
RULES AND REGULATIONS

A. From time to time, the Employer may establish or revise its rules and regulations governing the employees. Such rules and regulations are necessary to insure an orderly performance of work and functioning of the schools. Such rules shall not conflict with the provisions set forth in this Agreement and shall be reasonable in scope and uniform in application.

B. When new rules are established or existing rules are revised, they shall be posted prominently on all bulletin boards for a period of one (1) week before becoming effective. The Union shall be given a one (1) week prior written notice of changes in all additions to such rules and regulations.

ARTICLE 17
RIGHTS OF THE EMPLOYER

A. Nothing contained in this Agreement shall deny or restrict the Employer of its rights, responsibilities, powers, and authority under the Michigan General School laws or any other national, state, county, district, or local laws or regulations.

B. Except as specifically abridged or modified by this Agreement, or by an applicable statute, all of the rights, powers, and authority the Employer had prior to the execution of this Agreement are retained by the Employer. Such rights, powers, and authority include, by way of illustration and not by limitation, the following

a. The executive management and administrative control of the school district.

b. The right to hire all employees, judge their qualifications, and determine their assignments and duties.

c. Determine the procedures, methods, processes, equipment, and means by which the total and efficient operation of the school district is accomplished.

d. Develop and exclusively control the budget of the school district.

e. Determine the structure, authority, and responsibilities of its school management organization.

f. Adopt rules and regulations.

ARTICLE 18
JURY DUTY

A. Any employee who is summoned for jury duty examination and investigation must notify Human Resources within twenty-four (24) hours of receipt of such notice. If an employee, who has completed his/her probationary period, is summoned and reports for jury duty, he/she shall be paid the difference between the amount he/she receives as a juror and his/her normal week's pay, not to exceed four (4) weeks, provided he/she makes himself/herself available for work within his/her regular work schedule when not occupied with jury duty.

B. To be eligible for jury duty pay differential, the employee must furnish the Employer with a written statement from the appropriate public official listing the dates he/she received pay for jury duty. Any employee found abusing this privilege shall not be entitled to the pay differential.

ARTICLE 19
SICK TIME, PERSONAL DAYS & RELIGIOUS OBSERVANCES

A. Sick Time: All regular and full time twelve (12) month service employees shall receive sick time of not more than 80 hours (10 days) per school year. Sick time hours will not be available for use until after completion of the 90 calendar day probationary period. Sick time hours will be pro-rated based on hire date.

Sick time shall include:

- Personal illness, injury, or quarantine.
- Serious illness or death in the immediate family. Immediate family includes wife (or husband), children, father, brother, mother, sister, father-in-law, mother-in-law, grandparent, grandchild, sister-in-law, and brother-in-law of the employee.

Unpaid Sick Time:
A probationary employee can utilize two unpaid sick time days for emergency purposes by providing documentation to the supervisor. On a third day for an emergency call off, the employee may have their probationary period extended or the employee may be terminated.
Non-probationary employees who have utilized all unpaid sick time, and who are requesting unpaid time for emergency purposes, must provide documentation to the supervisor.

B. Personal Business Days: All regular and full time twelve (12) month service employees shall receive four (4) personal business days per year school year.

Personal business days, as defined here, means an activity that requires the employee's presence during the work day and is of such a nature that it cannot be attended to at a later time when schools are not in session or at the conclusion of the working day or on weekends. Certain types of family obligations, legal commitments, religious observance, unusual circumstance related to professional growth, and emergencies are considered to be justification for the utilization of the personal business policy. Recreation, social functions, and interviews for new employment are examples of activities not within this policy. Subject to the labor needs of the operation on the day requested, personal business will not be unreasonably denied. Personal business days will not be available for use until after completion of the 90 work day probationary period.

C. All regular employees shall be credited with a service accumulation for sick time and personal days at the end of each fiscal year equal to the number of unused days in the current allowance for that year. This service accumulation process may continue during the service of the employee up to a maximum of one-thousand four hundred forty hours (equivalent to 180 days). All sick time and personal days accumulated prior to the execution of this Agreement shall be credited and carried forward. Approved sick time and personal days taken shall be charged to service accumulations. No deductions in pay will result from absence from duty as approved unless the total absence exceeds the combined service accumulations and the current allowance to the credit of the individual at the time of the absence.

a. The Superintendent may authorize personal excused absences, without payroll or sick leave deductions for affairs relative to community service.
b. An employee shall not accumulate sick time or personal day allowance for any month in which the employee receives pay for less than the majority of the scheduled working days in that month.
c. Sick time may be taken in no less than 15 minutes (.25 of an hour) increments.
d. Any employee within the Agreement may be required to provide written evidence from a physician (MD

or DO) or Chiropractic doctor as to the condition of the health of the employee after three (3) days of sick time are utilized on consecutive working days.

D. Reporting Absences

When a bargaining unit member is absent, the procedure will be as follows:

- Record the absence in the districts attendance management system – or – call into the absence line (248-203-3975) - AND-
- The absent employee must notify the building administrator/supervisor of their absence no later than one (1) hour prior to the shift starting

E. Pay for unused Sick Time and Personal Days

Upon retirement through the Michigan Office of Retirement Services (ORS), each employee with a minimum of ten (10) years of service in the district shall receive forty ($40) for each eight (8) hours of accumulated sick time or personal days up to 180 days.

F. Donation of Days

1. An employee may voluntarily donate up to sixteen (16) sick time hours to another employee who has expended their accumulated days. These days may only be used for serious personal injury or illness of the employee. The employee requesting/receiving donated days must supply doctor's verification of the injury or illness. The application for use of donated sick time hours and donation forms shall be submitted to the Human Resources Department using the approved form.

2. An employee may receive up to a maximum 240 hours.

3. Donated days may not be utilized for day-to-day illness unless related to a specific illness.

4. An employee must have exhausted or have an anticipated absence that will exhaust his/her accumulated sick times hours before utilizing donated hours.

G. Religious Observance

Upon application an employee will be granted up to two (2) days (16 hours) per school year for required religious observance. An employee who requests such time will identify the holiday(s) and provide their supervisor with the dates to be taken sufficiently in advance of the holiday to allow the district supervisor to make any arrangements it they may deems necessary to cover that employee's job responsibilities. Examples of acceptable religious holidays where school may be in session include, but are not limited to, Yom Kippur, Rosh Hashanah, Easter Monday, and Eid-al-Fitr.

The two (2) days (16 hours) shall not be charged against the employee's sick/personal leave accumulation. Any days taken for additional religious observance described will be deducted from the employee's personal day/hours as defined and provided for in above.

Religious observance days may not be requested/used as a replacement day for when an employee does not have any vacation, personal days or sick time remaining.

ARTICLE 20
TERMINAL LEAVE PAY

A. Qualified employees will receive terminal pay, based on the table below, upon retirement, death, or resignation due to illness, from the Birmingham School System. To qualify for terminal pay, the employee must have been employed for a minimum of fifteen (15) consecutive years on behalf of the Birmingham School System, must work full time, and must have reached the age where the employee is eligible for retirement benefits from the Michigan Office of Retirement Services (ORS). An employee who qualifies for terminal pay shall receive $4,500 after fifteen (15) years of service and then according to the chart below in Section B, to a maximum of $9,000. These amounts will be paid only upon retirement, death, or resignation due to illness. In the event of death, full retirement terminal pay will be paid to the beneficiary of the employee.

B. Consecutive years of service is defined as a continuous period, during which time the employee fulfills the rules and regulations of the Board of Education policy for employment. Leave of absence will not count as credit towards the minimum fifteen (15) years of employment; however, such leave will sustain the employee's eligibility toward qualification. Retirement shall be defined as the discontinuance of employment in any Michigan public school system, and upon receipt of retirement payments from the Michigan Public School Employees' Retirement Fund.

TERMINAL LEAVE PAY

Years of Service	Total Payment Not to Exceed
15	$4,500
16	4,800
17	5,100
18	5,400
19	5,700
20	6,000
21	6,300
22	6,600
23	6,900
24	7,200
25	7,500
26	7,800
27	8,100
28	8,400
29	8,700
30+	9,000

C. Upon retirement, the employee must take the initiative of notifying the Assistant Superintendent for Human Resources if he or she is eligible for the retirement terminal pay. The Assistant Superintendent for Human Resources will check the official school records and forward to the employee and to the Assistant Superintendent for Business Services the outcome. If an employee is eligible, the Finance Department will determine the amount of terminal pay and inform the applicant.

Terminal pay will not be paid until the applicant shows evidence that he or she has actually received payments under the Michigan Public School Employees' Retirement Fund law.

D. Regular part time employees will be able to participate under this Article on a pro-rata basis. The basis for pro-ration shall be the length of the working day and the length of the service year.

ARTICLE 21
VACATIONS WITH PAY

A. Regular full time employees shall receive the following vacations with pay, **on July 1**:

Years of Service	12 month employees
0 months to 120 calendar days	0
121 calendar days to 1 year service	48 hours (6 days)*
1 year to 5 years' service	88 hours (11 days)
5 years to 10 years' service	128 hours (16 days)
10 years' to 15 years' service	168 hours (21 days)
15 years' service or more	208 hours (26 days)

(*) For new hires starting after July 1st of a calendar year, vacation will be prorated retroactive to hire date, but will be added to the employee's vacation balance after the completion of the 90 calendar day probationary period. Vacation time approval is generally on a first come-first serve basis, and will be based on building/district needs. In the event a vacation request is submitted for the same period of time, or submitted on the same day by two or more employees, the vacation will be awarded to the highest seniority employee. Vacation will not be approved during certain key periods of the school year as determined by the district. Key periods may include, but are not limited to, the following: last week of school, first week of summer clean, last week of summer clean, first week of school

B. Any employee who leaves the employment of the Birmingham Public Schools during the current fiscal year (between July 1 and July 30 of the succeeding year) as a result of dismissal, or who has less than six (6) months' continuous service, shall forfeit all vacation rights.

C. An employee who leaves the employment of the Birmingham Public Schools during the current fiscal year (between July 1 and June 30 of the succeeding year) by voluntary separation, shall be paid out any unused vacation time accrued.

D. Members of AFSCME 1860 may 'carry-over' vacation earned during one school year through July 31st of the following school year for their use. Days remaining from the previous school year after July 31st of the following year will be lost without compensation to the employee.

ARTICLE 22
WORKER'S COMPENSATION

Any employee who is absent because of an injury or disease compensable under the Worker's Disability Compensation Act (Michigan Public Act 317 of 1969) shall receive from the employer, for a maximum of ten (10) of his or her work weeks for his or her same compensable injury or disease, the difference between the Worker's Disability Compensation benefits payment prescribed by law and his or her regular salary before the injury or disease, i.e. to be made whole.

There is a 7-day waiting period for benefit payments, therefore employees will have to use their own PTO time for the first 7 days of missed work. You will not receive a workers' compensation check for disability lasting less than 7 days. However, medical benefits will be provided from the day of injury. If your wage loss lasts longer than 7 consecutive days, you are entitled to benefits as of the 8th day. If your wage loss continues for 14 days or longer, you are entitled to receive payment for that first week of disability.
Thereafter, to the extent and until such time as the employee shall have exhausted his/her sick leave days allowance provided for in Article 19, Sections A. and B., such difference shall be continued and payable to the employee for the remainder of his/her absence due for the same compensable injury or disease. The parties agree there shall be no duplicate payments allowed by the operation of this Article.

Worker's compensation claims shall not be subject to the grievance procedure, but shall be handled as required by law through the Worker's Disability Compensation Bureau.

ARTICLE 23
HOLIDAYS

A. Eligible full time employees working on the twelve (12) month service year shall be paid their regular straight time hourly rate for the following holidays:

1. Independence Day	5. Day before Christmas	9. Martin Luther King Day
2. Labor Day	6. Christmas Day	10. Good Friday
3. Thanksgiving Day	7. Day before New Years	11. Memorial Day
4. Day after Thanksgiving	8. New Year's Day	12. Juneteenth

B. Employees called into work on a holiday shall be paid for all hours worked at double the employee's regular straight time hourly rate, plus the holiday, and shall be guaranteed a minimum of three (3) hours' work or pay.

C. The employees shall be required to work the scheduled day before and after the holiday in order to receive pay for the holiday.

ARTICLE 24
INSURANCE PROGRAMS

The parties have agreed to form and participate in an insurance committee to review health insurance issues on an annual basis, or more frequently. Should the committee issue recommendations regarding possible changes to coverage or other matters relating to insurance, the parties will initiate bargaining with 45 calendar days of receipt of the recommendations in order to meet the deadlines required to make benefit changes prior to Open Enrollment.

A. Employee Benefits Program

1. All District contributions health plans are subject to the hard caps set forth in MCL 15.561
Employees and eligible dependents will become eligible for health care coverage upon their 89th calendar days of their employment.

See Appendix C for special provisions for health benefits.

B. Hospital-Surgical-Medical Benefits

a. It is expressly understood that the determination of the carrier or the decision to self-insure is the right of the board.

b. New hires, hired directly from a contractor with whom Birmingham Public Schools has an existing contract with will receive health care benefits on their first day of employment, all other new hires will receive benefits on their 89th day of employment.

c. The parties agree that the Board has no obligation to provide hospital-surgical-medical insurance coverage to either the spouse and/or dependents of an employee who are otherwise eligible to be covered by any such comparable insurance benefits elsewhere; for example, by virtue of the employment of the spouse.

d. An employee who is laid off in accordance with Article 15, Section E, or who is on a leave of absence in accordance with Article 12, shall continue to have the Employer provide the hospitalization coverage provided in this Article for 90 days immediately following the month his/her layoff or leave of absence becomes effective. Thereafter, a laid off employee or an employee on a leave of absence who elects to have this coverage, will be required to elect coverage through COBRA and shall pay the total and current monthly premium for the additional time of his/her layoff or leave of absence to the districts third party administrator. If an employee is on sick leave because the employee is the victim of a serious injury, illness or disease, such as cancer, stroke, etc., the Employer may continue to provide this insurance coverage for a longer period than stated above at no cost to the employee.

e. An employee whose weekly straight time work schedule is for less than twenty (20) hours per week shall, subject to all the conditions set forth herein, be eligible for hospitalization coverage by agreeing to pay one-half (1/2) the monthly premium for such coverage.

Employees shall receive fully paid insurance that is set forth in A.1, above, by working 28 hours per week or more. Working 20 through 27 hours per week, the employee shall pay one quarter (1/4) the monthly premium for insurance. Working 19 hours or less per week, the employee shall pay one half (1/2) the monthly premium for insurance.
Eligible twelve (12) month employees who choose health coverage, whose straight time hours are for

37.5 per week or more, shall have their health premium paid by the board. All such twelve (12) month employees whose straight time work schedules are for fewer than 37.5 hours per week but for more than 27 hours, shall pay one quarter (1/4) the monthly premium.

f. The parties acknowledge that each employee is responsible for notifying the district when his or her spouse or a dependent, who is covered under the employee's health plan or other benefits coverage with the district, is no longer his or her legal dependent and is no longer eligible for coverage under the plan. The employee must notify the employee benefits office in writing within thirty (30) calendar days who the ineligible dependent is, and must request the person's immediate removal from coverage. Failure to provide such notice will result in the employee to become responsible for any premium difference that is paid from the time the person is no longer eligible until the employee notifies the district to discontinue coverage for the person. Where an employee must wait for a final court order or decree, the employee must notify the employee benefits office in writing within thirty (30) days of the final order or decree.

g. The parties also acknowledge that if there is a question about whether a person is a legal dependent of the employee, the district shall have the right not to place the person on the employee's coverage until the employee provides evidence of the person's legal dependent status. The proof required will be a copy of the legal adoption papers, the court order requiring the employee to cover this person, or any other legal evidence that the district may require as proof of dependent status. Where more than one employee claims dependent status for the same person, the district shall not be obligated to place the person on any of these employees' coverage, and shall place the person on coverage once the employees settle the legal dependency issue among themselves, and one of them presents the most recent legal proof that the person is that employee's dependent. The district shall be held harmless, by the union and each employee, for any health or other benefits needs or bills for service(s) that the person incurs during any waiting period before one of the employees supplies the proper proof to obtain coverage for the person.

h. The Employer may change to another carrier providing comparable benefits and coverages.

i. The parties agree to participate on a committee that will consider hospitalization insurance costs, alternative coverages, variation in carriers and other matters.

C. Option to Hospital-Surgical-Medical Insurance

During the term of this agreement, an otherwise eligible employee, who is not covered by the application of Article 23, Section A.1 above, shall be granted the option of receiving a cash stipend instead of being provided hospital-surgical-medical insurance in accordance with all of the terms of this agreement. For all employees, this stipend shall total $1,600 at the end of the year, paid over 26 payments.

In the case of spouses, both employed in the district, one shall choose the health coverage necessary to cover his/her family as outlined in XXIII, A., above, and the other shall choose this option.

This section (23, A) shall be subject to the procedures, policies, and/or rules of any insurance carrier or organization providing coverage and benefits on the basis of the terms of Article 23, A.

D. Life Insurance

a. The Employer shall, during the term of this Agreement, provide all permanent full time employees, i.e., those employees whose straight time work schedules are for a minimum of twenty (20) hours per week, the following group term life insurance coverage, including accidental death and dismemberment:

i.	Other less than 12 months' employees	$45,000
ii.	12 months' employees	$45,000

b. Coverage for new employees shall become effective on the first (1st) day of the month following the completion of 90 calendar days of service.

c. An employee who is laid off in accordance with Article 15, Section E, or who is on a leave of absence in accordance with Article 7, shall continue to have the Employer provide the life insurance coverage provided in this Article for the three (3) months immediately following the month his/her layoff or leave of absence becomes effective. Thereafter, a laid off employee or an employee on a leave of absence who elects to have this coverage continued for him/her shall pay the total and current monthly premium for the additional time of his/her layoff or leave of absence.

e. This coverage will become effective following the signing of this Agreement and at the earliest possible effective date that the Employer can select a carrier to implement this coverage.

f. The employee shall pay 10% of the total premium for this coverage.

E. Long Term Disability Plan

a. The Employer shall provide Long Term Disability insurance for all eligible, permanent and full time employees who have acquired seniority and whose normal work week schedules are for a minimum of six (6) hours per work day and thirty hours per work week.

b. The employee shall pay 10% of the total premium for this coverage.

c. The maximum Long Term Disability benefits provided under this coverage, based on the insurance carrier's policies, procedures and practices, will provide fifty percent of the employee's straight time monthly earnings in effect at the time he/she became totally disabled, up to a maximum of $800 per month, commencing 180 days after the date the employee becomes totally disabled and until he/she is able to return to work, attains age 70, or expires, whichever occurs first.

d. The employee's straight time monthly earnings shall be computed by dividing his/her regular straight time annual earnings by 12 months. Further, the amount of monthly benefits a totally disabled employee receives shall be reduced by any primary or secondary remuneration he/she is eligible for and/or receives from the Employer, the Michigan Public Schools Employees' Retirement Fund, the Federal Social Security Act, Railroad Retirement Act, Veteran's benefits, Workers' Compensation Act or any other such Employer sponsored pension and insurance benefits plans.

F. Dental Insurance

The Board will provide dental insurance coverage to all eligible permanent and full time employees, i.e., those employees who have completed 90 calendar days of service and who are regularly scheduled to work a minimum of five (5) straight time hours per work day and twenty-five (25) straight time hours per week as specified and limited according to the following description:

a. BENEFIT LEVEL: 100% OF CUSTOMARY AND REASONABLE FEES.

Diagnostic Services:
Covered expenses include clinical oral examinations (twice per policy year) and patient consultations.
Preventative Services:
Covered expenses include dental prophylaxis (twice per policy year); fluoride treatment and space maintainers (to age 19).
Palliative Treatment:
Covered expenses include emergency treatment of dental pain.

b. BENEFIT LEVEL: 80% OF CUSTOMARY AND REASONABLE FEES.

Restorative Services:
Covered expenses include amalgam silicate, acrylic or plastic, porcelain restorations, crowns and other restorative services.
Endodontic Services:
Covered expenses include pulp capping, oulpotomy, root canal therapy, periapical services, and other endodontic procedures.
Periodontal Services:
Covered expenses include surgical services, adjunctive periodontal services, treatment of gingivitis and periodontitis, and other periodontal services which treat diseases of the gums, tissues of the mouth, and bones supporting the teeth.
Oral Surgery:
Covered expenses include simple extractions, surgical extractions, alveolarplasty, stomatoplasty, incision and drainage of intraoral abscess, and other surgical procedures.

Note: Tooth implantation and tooth transplantation are new procedures and are not covered at this time.

Radiographs: Covered expenses included bite wing radiographs (twice per policy year) and full mouth radiographs (every thirty-six (36) months).
Repair, Adjustments, and Relining of Dentures and Bridges: Covered expenses include adjustments of dentures, repairs to dentures, denture relining, denture duplication, repairs to bridges, and recementing of bridges.
Adjunctive General Services: Covered expenses include general anesthesia, professional visits after regularly scheduled hours, and miscellaneous services such as the application of desensitizing medicaments.

c. BENEFIT LEVEL: 80% OF CUSTOMARY AND REASONABLE FEES:

Construction and Replacement of Dentures and Bridges: Covered expenses include construction or replacement of complete or partial dentures, additional units for partial dentures, other prosthetic services for dentures, bridge pontics, retainers, crowns used as retainers, and other prosthetic services for bridges.

Note: The replacement of existing dentures or bridges is payable only after five (5) years or more have elapsed since the dental prosthesis had been installed under this plan. There are no restrictions on preexisting conditions.

Gold: Inlay or onlay, gold fill, gold crowns.

d. BENEFIT LEVEL: 80% OF CUSTOMARY AND REASONABLE FEES:

Orthodontics: $1,000 lifetime maximum per eligible dependent.

e. Other than for d., above, the maximum benefit per family member for the benefits described above shall be $1,000 per policy year.

Any differences or problem that may arise on the plan's benefits and/or coverage between an employee and the carrier shall be exclusively resolved by them and Article 8 of the Agreement shall not be operative with reference to the resolution of any such differences or problem.

It is agreed the carrier shall be exclusively selected by the Employer.

It is also agreed by the parties that a covered and eligible employee's spouse, and/or dependents shall not be eligible for the dental insurance provided herein if his/her spouse, and/or dependents are eligible to be covered by any other dental insurance plan existing or eventually existing by virtue of the employment benefits or retirement benefits of the spouse and/or dependents.

An employee who applies for this coverage shall confirm in writing his/her own eligibility and his/her spouse's and/or dependents eligibility according to the foregoing.

This plan also provides for internal coordination of benefits.

The Union also agrees an employee's coverage will terminate at the end of the calendar month during which the employee's retirement, resignation, termination, or layoff becomes effective.

An employee who is on a leave of absence shall receive this coverage until the end of the third calendar month of such leave.

After a new employee satisfactorily completes 89 calendar days of service, he/she will, if otherwise eligible for this coverage, as provided above, have this coverage implemented for him/her on the first day of the next calendar month.

Subject to all of the foregoing provisions, a permanent employee who has acquired seniority and who is regularly scheduled to work less than five (5) straight time hours per day and less than 25 straight time hours per week, but at least a minimum of four (4) straight time hours per day and 20 straight time hours per week, shall be eligible for this coverage by him/her paying one-half (1/2) of the appropriate monthly premium for his/her coverage.

The employee shall pay 10% of the total premium for this coverage.

G. Vision Benefit Allowance

For those who choose the traditional plan or vision coverage only, the district will continue to offer the Blue Cross Blue Shield of Michigan VSP or similar program which includes an annual eye examination and an annual pair of frames and lenses or contacts. The employee shall pay 10% of the total premium for this coverage.

ARTICLE 25
WAGE SCHEDULES

A. The hourly wage schedules for employees are set forth in Schedule A attached hereto and made part of this Agreement.

B. The hourly wage schedule set forth in Schedule A shall be in full force and effect for the dates shown on the respective schedules.

C. The Employer shall continue to assume the obligation for and make the full and direct payment of each employee's legally required Michigan Public School Employee Retirement System (MPSERS) contribution.

ARTICLE 26
GENERAL PROVISIONS

A. Pledge Against Discrimination. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, handicap, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

B. Pledge Against Coercion. The parties agree that there shall be no interference with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion against any employees because of Union membership, or lack of Union membership, or because of any activity by an employee in an official capacity on behalf of the Union.

C. Union Bulletin Boards. The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in work areas to be used by the Union. The bulletin boards shall be used for official Union business only. The Union shall limit its posting of notices and bulletins to such bulletin boards.

D. Uniforms.

Employees are expected to wear district-issued clothing while on duty in accordance with department dress code and safety expectations.

Probationary Employees

Probationary employees will receive three (3) district-approved t-shirts upon hire. Upon successful completion of probation, employees shall additionally receive:

- Two (2) additional district-approved t-shirts
- One (1) district-approved hoodie

Thereafter, employees shall participate in the regular annual uniform distribution schedule.

Custodial Uniforms

All custodial employees shall be provided with the following district-issued uniforms annually:

- Five (5) district-approved t-shirts
- One (1) district-approved hoodie
- $50 shoe reimbursement (as needed annually)

Day Lead Custodians

In addition to the uniform allotment listed above, Day Lead Custodians shall receive:

- One (1) district-issued jacket as needed and ability to utilize a hi-vis vest (to go over jacket when outside)
- $100 footwear reimbursement as needed annually

Maintenance and Grounds department employees will receive the following district apparel:

- Jacket- as needed annually
- Bibs- as needed annually
- Hi-Vis Vest (to go over coats for outdoor use)
- Five (5) district-approved t-shirts or two (2) district-approved polos annually
- Two (2) district-approved hoodies annually
- $100 as needed reimbursed annually for footwear

Custodial employees are expected to wear the following on a daily basis:

- Jeans/ blue/black cargo pants or khaki pants – No jogging pants, leggings, sweatpants or shorts
- Uniform shirts/hoodies (already district policy)
- Work boots/ gym shoes (already district policy) - No open-toed shoes, crocs or similar types of footwear

The District shall work with the Union on any revision to the uniform policy.

E. Mileage Reimbursement. An employee will be reimbursed at the IRS rate per mile for authorized, verified, and required driving of his/her personal car while he/she is performing his/her work.

F. Driver's Licenses. Employees who are required by law shall maintain a valid Michigan commercial driver's license (CDL). Employees regularly required to drive a district vehicle to various work sites during their shift and all Maintenance Department employees must maintain a valid Michigan automobile driver's license. The Employer shall pay the cost of such Michigan automobile driver's license for all such employees.

All employees whose classification or work group assignment currently requires licensing to perform work of that classification must maintain such licensing as long as required by law or required by the employer. The employer's licensing requirement shall be rational and reasonable. Employees whose work groups or classifications experience changes in licensing requirements will be given up to six (6) months immediately after the change or until the next licensing opportunity, whichever is later, to obtain such licensing.

This shall not be construed to mean that employees will be terminated if they do not possess a license, unless there is no available position for which they are qualified. Maintenance employees shall have their CDL licenses paid for by the district.

If an employee is required to operate a motor vehicle to perform their duties, the employee must maintain a valid driver's license. Employees are required to notify the district if their driver's license is expired or suspended for any reason.

G. Copies of Agreement. Copies of the ratified Agreement shall be made available electronically to all employees on the district's transparency website.

H. Drug and Alcohol Testing. All employees, except those required by law to maintain a Commercial Driver's License (CDL), shall be subject to random and reasonable suspicion drug / alcohol testing.

Reasonable suspicion must be based on specific, contemporaneous, articulatable observations concerning the appearance, behavior, speech or body odor of the employee. A reasonable suspicion based test shall not be authorized simply on third party information of alcohol or drug use or possession. Official medical

information and information received from police, courts, legal documents, a signed statement or affidavit presented by a person who asserts that he or she has witnessed the employee while on the employer's time in possession or use of alcohol or controlled substances or other official sources shall not be considered as third party information.

Reasonable suspicion based drug and alcohol testing shall require that a trained supervisor or trained district official observes behavior or appearance which is characteristic of alcohol or controlled substance misuse. An employee may be required to submit to testing when there is a reasonable suspicion that he or she is under the influence of drugs or alcohol. An employee suspected of being under the influence of alcohol or controlled substances will be escorted to the testing site by a supervisor or other district appointed official.

No Supervisor may use this contract section to harass any employee in the bargaining unit. Harassment shall be defined in this section as sending an employee for testing without having established reasonable suspicion by having observed the appearance, behavior, speech or body odor described above and by failing to complete the supervisor's checklist and the incident report. An employee who believes she or he has been sent for testing without the above cited basis for reasonable suspicion must submit a statement to the manager of facilities operations within forty eight (48) hours of being tested, detailing the reasons for believing she or he has been harassed.

An employee shall be entitled to have a Union representative present, but such presence shall not interfere with or delay the testing process. Any employee who refuses to submit to the testing process shall be deemed to be insubordinate and shall be treated as though he or she had tested positive.

The employer shall have the right to utilize any testing facility it chooses in the initial test, however a laboratory which meets the standards recommended by the National Institute on Drug Abuse (NIDA) shall be used to conduct any confirmatory test.

The requirements for chain of custody, storage of urine or blood samples, quality assurance and control, will be the responsibility of the chosen laboratory. Proof of Certification and Quality Control Inspections shall be made available to the union upon reasonable request.

The substances tested for will be alcohol, amphetamines, cocaine, marijuana, opiates and phencyclidine. A list of the currently recognized substances can be found in Appendix B. Others will be added as the federal regulations and guidelines are updated.

I. Regarding Alcohol

Only those tests, with approved protocols issued by the United States Department of Health and Human Services or its designee will be considered permissible blood alcohol tests. Certified breath alcohol technicians must administer both the initial and confirmatory tests. An individual with a breath alcohol level of .041 percent or above or the equivalent urine alcohol percentage shall be considered as having failed the test.

J. Regarding Controlled Substances

The initial screening test for controlled substances shall be done using the EMIT methodology or other state or federal accepted methodology, as new techniques are developed. Confirmatory testing shall be done using the gas chromatography/mass spectrometry (GC/MS) methodology or other state or federal accepted methodology which may be developed. See the list of currently recognized substances and the currently

accepted testing cutoff levels which appear in Appendix B. The parties agree that if these levels are changed in the federal regulations and guidelines that the cut off levels that prevail at the time an employee is tested are the levels against which the employee will be measured.

Testing for controlled substances shall be conducted using urine collection. At the time of collection a split sample shall be collected and stored for use in confirmatory testing. Strict and verifiable chain of custody requirements shall be required for each collection procedure.

The test results will be kept separate from the personnel file and will be kept strictly confidential.

The requirements for chain of custody, storage of urine samples, quality assurance and control, will be the responsibility of the chosen laboratory. Proof of Certification and Quality Control Inspections shall be made available to the Union upon request.

Employees testing positive who are taking valid medical prescriptions in the manner prescribed by their physicians must present objective evidence, such as the prescription itself or a signed statement from their doctors verifying the type, amount, and frequency with which they must take all of the prescription medications that they are currently taking.

Employees testing positive must submit to E.A.P. counseling and must complete a mutually agreeable professional treatment program and shall be subject to random testing for a period of two (2) consecutive years directly following the successful completion of the professional treatment program. The professional treatment program must certify that the employee test below the contractually mandated level. Such an employee will then be returned to work. In the event the employer and employee are not able to agree on a treatment program, a treatment program will be selected by the Employee Assistance Program administrator. Failure to comply with the requirements of this paragraph shall be grounds for immediate discharge.

A second positive test may result in discharge.

Nothing in this section is intended to be in conflict with existing law. In the event that any provision of this section 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 limits for doing so, such provision of this section shall not continue in force or effect. Employees in possession of or selling illegal drugs or alcohol on the job shall be subject to disciplinary action, up to and including discharge.

K. FMLA. The union and each member of the bargaining unit agree, along with the employer, to follow the requirements of the Family Medical Leave Act (FMLA) and the Americans with Disabilities Act (ADA) and no provisions in this contract shall supersede the requirements of these laws. Employees will receive an outline of the FMLA with the superintendent's back to work letter before the start of each school year each year.

ARTICLE 27
DURATION AND TERMINATION

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

The Employer shall make no unilateral changes in regard to wages, hours, and conditions of employment during the term of this Agreement, which would be contrary to the terms of this Agreement.

The parties agree that if major changes are to be implemented that will affect the wages, number of hours worked and/or working conditions of classifications covered by this Agreement, then at the request of either party, will as legally required meet to negotiate on the matter.

B. This Agreement shall be in full force and effect from July 1, 2026 until 11:59 p.m., June 30, 2029. Negotiations shall begin no later than thirty (30) days prior to the expiration. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

C. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

Signatures

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (LOCAL 1860)

By _____
Edsel Karinen
President

By _____
Lykeemo Richard
Vice-President

By _____
Markita Gardner
AFSCME Bargaining Team Member

By _____
Dwight Hicks
AFSCME Staff Representative

BIRMINGHAM PUBLIC SCHOOLS

By _____
Dr. Susan Smith
Assistant Superintendent for Human Resources

By _____
Kyle Jen
Chief Financial & Operations Officer

By _____
Angela Queen
Custodial Supervisor

By _____
Dr. Embekka Roberson
Superintendent

By _____
Nicole Spencer
President – Birmingham Board of Education

SCHEDULE A – WAGE SCHEDULES

For the length of this contract, all employees who have reached five (5) or more years of service in this bargaining unit by June 30 of the prior year will receive an additional $.25/hour above the amounts in the wage schedules below, beginning on July 1 of the new year.
All compensation increases under this agreement will be paid to employees retroactively to July 1, 2026.

MAINTENANCE, GROUNDS, COMPUTER TECHNICIANS

2026-2027
Employees receive a full step increase from their 2025-26 step if hired before March 1.

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
$23.47	$24.11	$24.75	$25.39	$26.02	$26.65	$27.29

2027-2028
Employees receive a full step increase from their 2026-2027 step if hired before March 1.

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
$23.94	$24.60	$25.24	$25.90	$26.54	$27.19	$27.83

2028-2029
Employees receive a full step increase from their 2027-2028 step if hired before March 1.

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
$24.42	$25.09	$25.74	$26.41	$27.07	$27.73	$28.39

Special Additional Compensation for Maintenance/Grounds Employees

Pool Requirements (CPO)	$0.50 per hour*
Journeyman's Mechanical, Electrical, Builder/Contractor License	$1.50 per hour
Employees designated as Leader	$0.75 per hour
Master Electrician's License (*supersedes Journeyman Electrical license*)	$2.50 per hour
Pesticide	$0.75 per hour
Playground Requirements (CPSI)	$1.00 per hour
Lock & Key Technician	$1.25 per hour

*Those employees who are receiving special additional compensation for pool requirements (CPO) will be expected to be on call for pool rotations on weekends and/or are assigned to a school that has a pool. Pool checks on weekends require employees to clock in, and these weekend pool checks will be paid a minimum of two hours overtime.

An employee whose permanent and regular position title is Skilled Maintenance shall be eligible for an additional payment of $2 per hour over and above his/her listed and appropriate hourly rate.

Employees are required to maintain current licensure and certification, and must notify the district if their credentials have expired. If an employee's licensure or certification has been expired for 60 days or more, the District can reduce hourly compensation.

CUSTODIANS

2026-2027

Employees receive a full step increase from their 2025-2026 step if hired before March 1.

Custodian Schedule	Step 1	Step 2	Step 3	Step 4	Step 5
Custodian (any shift)	$17.78	$18.27	$18.77	$19.28	$19.81
Head Custodian (1st Shift) - Elem	$19.10	$19.62	$20.17	$20.73	$21.29
Head Custodian (1st Shift) - MS, BCS & W. Maple	$19.64	$20.18	$20.73	$21.30	$21.88
Head Custodian (1st Shift) - High School	$21.76	$22.35	$22.97	$23.60	$24.25
2nd Shift Lead - Elementary	$18.57	$19.08	$19.60	$20.15	$20.70
2nd Shift Lead - Middle School, BCS & WM	$19.10	$19.62	$20.17	$20.73	$21.29
2nd Shift Lead - High School	$19.64	$20.18	$20.73	$21.30	$21.88

2027-2028

Employees receive a full step increase from their 2026-2027 step if hired before March 1.

Custodian Schedule	Step 1	Step 2	Step 3	Step 4	Step 5
Custodian (any shift)	$18.13	$18.63	$19.14	$19.66	$20.20
Head Custodian (1st shift) - Elem	$19.49	$20.02	$20.57	$21.14	$21.71
Head Custodian (1st shift) – MS, BCS & W. Maple	$20.03	$20.58	$21.14	$21.72	$22.32
Head Custodian (1st shift) – High School	$22.19	$22.80	$23.43	$24.07	$24.73
2nd shift Lead - Elementary	$18.95	$19.47	$20.00	$20.55	$21.11
2nd Shift Lead – MS, BCS, & WM	$19.49	$20.02	$20.57	$21.14	$21.71
2nd Shift Lead – High School	$20.03	$20.58	$21.14	$21.72	$22.32

2028-2029

Employees will receive a full step increase from their 2027-2028 step if hired before March 1.

Custodian Schedule	Step 1	Step 2	Step 3	Step 4	Step 5
Custodian (any shift)	$18.50	$19.01	$19.53	$20.06	$20.61
Head Custodian (1st Shift) - Elem	$19.88	$20.42	$20.98	$21.56	$22.15
Head Custodian (1st Shift) - MS & W. Maple	$20.43	$20.99	$21.56	$22.16	$22.76
Head Custodian (1st Shift) - High School	$22.64	$23.25	$23.90	$24.56	$25.22
2nd Shift Lead - Elementary	$19.32	$19.86	$20.40	$20.96	$21.53
2nd Shift Lead - Middle School, BCS & WM	$19.88	$20.42	$20.98	$21.56	$22.15
2nd Shift Lead - High School	$20.43	$20.99	$21.56	$22.16	$22.76

Shift Differentials For Custodians

Shift	Rate
Afternoon (2nd Shift)	$0.30
Mid Shift	$0.15
Midnight (3rd Shift)	$0.75

Merit Pay For Maintenance, Grounds, Custodians and Computer Technicians

3-5 years of service	$175.00
6-10 years of service	$225.00
11-15 years of service	$275.00
16-20 years of service	$325.00
21+ years of service	$400.00

Special Compensation for Computer Repair Technicians

A Computer Repair Technician will be paid an additional $1.50 per hour by presenting verifiable evidence of having taken the course work and having taken and passed the test(s) in each area of an approved course in a computer certification track or for taking an approved course in a computer certification track and passing the final certification test, so long as the certification is in computer programs, platforms hardware and/or systems that reflect the current technology standards and needs of the district. If, at any later time, the district determines that the tests that were passed are no longer valuable to the district or no longer reflect the district's required standards or needs, the district will discontinue paying the stipend. In order to take advantage of this contract provision, a Computer Repair Technician must have approval in advance from the district's Manager of Network Services for the selected course. A Computer Repair Technician will not be paid this special compensation for minor classes, seminars or workshops, for which s/he may receive a certificate for having been in attendance. The district approved certificate must be earned through a systematic course of study that ends with a test(s) that the Manager of Network Services will agree makes the computer repair technician's having the certificate of value to the district and to the employee in his or her job responsibilities with the district.

An additional $1.50 per hour will be paid for a second such approved course in the same track once the Computer Repair Technician presents verifiable evidence of having taken the course work and having passed the related computer certification examination(s). The district will pay for the first attempt at passing a test. Any costs for additional attempts at passing the tests are the sole responsibility of the Computer Repair Technician. A Computer Repair Technician may earn up to a maximum of $3.00 per hour under this contract provision.

APPENDIX A
NON-ROUTINE WORK

The District and Union agree to the following basis. Before the District contracts out non-routine facilities work projects that could reasonably be performed by the AFSCME bargaining unit, the District will discuss the project with the Union President, to determine if the project could in fact be performed at less cost by the AFSCME bargaining unit than an outside contractor. This will not apply to emergency projects.