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MASTER AGREEMENT

BRANDON BOARD OF EDUCATION

AND

BRANDON SUPPORT PERSONNEL ASSOCIATION, MEA-NEA

JULY 1, 1990 THROUGH JUNE 30, 1993

Brandon School District

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ARTICLE I

RECOGNITION

Pursuant to and in accordance with all applicable provisions of Public Employment Relations Act of the Public Acts of 1965, as amended, the Brandon Board of Education, hereinafter referred to as the Board, does hereby recognize the Brandon Support Personnel Association, MEA-NEA, hereinafter referred to as the Union, as the sole and exclusive representative for the purpose of collective bargaining in respect to wages, hours and other terms and conditions of employment for the term of this Agreement of those employees of the Board in the bargaining unit herein described. The bargaining unit includes all full-time and regular part-time building secretaries, library clerks and clerks, excluding supervisors, student workers, confidential employees, secretaries at the Administration Building, substitute employees, and all others.

ARTICLE II

BOARD RIGHTS

- 2.1 The Board on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred and vested in it by the laws and Constitution of the State of Michigan, and of the United States. Such rights shall include by way of illustration and not by way of limitation, the right:
- A. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees during employee working hours.
 - B. To hire all employees and, subject to the provisions of law and this Agreement, to determine their qualifications and the conditions of their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.
 - C. To determine the work schedules, the hours of the working day, and the duties, responsibilities and assignments of all employees represented by the Union subject to the provisions of this Agreement.
- 2.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of Michigan and the Constitution and Laws of the United States.

ARTICLE III

UNION RIGHTS

3.1 The Board and the Union agree to abide by the rules and regulations of the Public Employment Relations Act (Act 336 of the Public Acts of 1947 as amended).

3.2 Use of Brandon School District's Facilities and Equipment

A. The Union will have the right to use Brandon School District's facilities and equipment at reasonable times when such facilities and equipment are not otherwise in use, upon the Superintendent-designee's approval. The Union shall pay for the reasonable cost of all materials and supplies incidental to such use.

B. Posting of Notices

The Union will have the right to post notices of activities and matters of Union business on bulletin board space designated by the building principal or supervisor.

C. Interschool Mail

Employees will have access to the interschool mailing system for reasonable communication purposes.

D. Staff Facilities

The Board will provide adequate parking and lavatory facilities apart from student facilities and a place away from the work area for lunch and coffee breaks.

3.3 Information Request

The Brandon School District agrees to furnish to the Union in response to reasonable requests for financial information concerning the Brandon School District, together with information which may be necessary for the Union to process any grievance or complaint at no undue cost to the District.

3.4 New Employee Orientation

During the first thirty (30) days of employment, the immediate supervisor or designee will meet with the new employee for the purpose of individually reviewing job descriptions and explaining the evaluation procedures.

3.5 Non-Discrimination

The parties mutually agree that the provisions of this Agreement and policies, rules and regulations established by the Board, and the wages, hours, terms and conditions of employment shall be applied without discrimination with respect to race, sex, religion, color, national origin, age, marital status, membership in the Union or members holding

ARTICLE III (Continued)

office in the Union.

3.6 Excellence in Work

All employees accept the responsibility to strive for excellence in work and to take advantage of opportunities for continually improving skills and relationships with co-workers and with the public.

3.7 Union Representatives

Listed duly authorized Union representatives shall be permitted to transact official Union business on school property provided that it does not interfere with or interrupt normal school operations. Representatives not assigned to a building shall notify the principal or the office when entering the building. Such business will not be conducted in the presence of students or the public.

ARTICLE IV

UNION RELEASED TIME

- 4.1 The Board agrees to provide up to forty (40) hours per year of released time without loss of pay or paid leave, if needed, for Union conferences, workshops, or activities sponsored by the MEA or NEA but not related to labor relations or collective bargaining, subject to approval by the Superintendent/designee. The Union president shall notify the designated administrator at least two (2) days in advance of any such conference or convention for which released time is to be used.
- 4.2 Upon written request from the Union, the Board may provide time off without loss of pay or paid leave for the purpose of negotiations, grievance processing, or other business related to the interpretation of this Agreement.

ARTICLE V

UNION SECURITY - DUES DEDUCTION

- 5.1 Membership in the Union is not compulsory. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against any employee regarding such matters.
- 5.2 All employees in the bargaining unit recognized by this contract shall, as a condition of continued employment, pay the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union and limited to an amount of money equal to the Union's usual dues. For present employees such payments shall commence with the first pay, thirty-one (31) days after the effective or execution date hereof, whichever is later and for new employees with the first pay thirty-one (31) days after the date of employment.
- 5.3 Dues and/or service fees shall be deducted from the second pay of each month, September through June, and such deductions shall be remitted to the designated financial officer of the Union together with a list of employees so deducted within fifteen (15) calendar days of the deduction.
- 5.4 The refund to employees of monies deducted from their wages for dues and/or service fees shall lie solely with the Union. The Union agrees to reimburse any employee for the amount of such deductions made by the Board and paid to the Union which was deducted by error in excess of the proper deduction.
- 5.5 The Board shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions from wages earned by employees.
- 5.6 If any provisions of this Article are invalid under Federal Law or the Laws of the State of Michigan, such provisions shall be modified to comply with the requirements of Federal and State Law or shall be renegotiated for the purpose of replacement.
- 5.7 During the period of time covered by this Agreement, the Board agrees to deduct from the pay of any employee all dues of the Union and pay such amount to the Union, provided, however, that the Union presents to the Board authorizations, signed by such employee, allowing such deductions and payments to the Union.
- 5.8 Amount of dues will be certified to the Board by the Secretary-Treasurer of the Union not more than once a year.
- 5.9 Those sums paid by the employees who elect not to join the Union, the equivalent of monthly dues, will be deducted by the Board and transmitted to the Union in the same manner as the Union dues.
- 5.10 In the event that an authorization to deduct is not signed by the employee, the services of such employee shall be discontinued thirty (30)

ARTICLE V (Continued)

days after notice of the fact is given to the Board if the employee has not made such an authorization by that time.

5.11 The Union agrees to follow applicable State, Federal, Court and administrative agency decisions regarding Union security. Further, the Union agrees to save the Board harmless from all legal fees, salaries, payments, judgments, liabilities or any expenses incurred in the enforcement of this Article of the Agreement subject to the following:

- A. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
- B. The Union has the right to choose the legal counsel to defend any said suit or action.
- C. The Union shall have the right to compromise or settle any claim made against the Board under this Article.

ARTICLE VI

PROBATION

- 6.1 Employees hired new to the District, or rehired after having quit, shall serve a probationary period of sixty (60) actual working days in their job assignment. Absences during the probationary period shall extend the probationary period by the number of absences and an employee shall not have completed the probationary period until these additional days have been worked.
- 6.2 Probationary employees shall not be eligible to receive benefits until they have completed their probationary period.
- 6.3 After satisfactory completion of the probationary period, seniority and other appropriate benefits shall be retroactive to the date of hire. Insurance benefits set forth in Appendix C shall be effective on the first day of the month following the completion of the probationary period (Employee must be properly enrolled.).

ARTICLE VII

WORKYEAR

7.1 On or before October 1st of each school year, the Board will provide to each employee a report stating the employee's name, current classification, salary step, hourly rate, position, date of hire, and length of workyear. A copy of each report will be forwarded to the Union President.

7.2 Regular Workyear

The regular workyear will range from 180 working days to 230 working days, depending upon the employee's classification.

7.3 Start of Workyear

- A. Each member of the bargaining unit will be informed of the starting date for the next year prior to the end of the employee's current scheduled workyear.
- B. In the event an employee is required to begin the new workyear early, two (2) weeks' notice will be provided except in cases of an emergency, and the employee will be provided with one of the following options after consultation with the immediate supervisor:
 - 1. An appropriate number of unpaid days off during the workyear.
 - 2. Continue to work the longer year with the approval of the Superintendent-designee.

7.4 Extended Workyear

- A. In the event it is determined that an employee may be required to work beyond the assigned workyear, the affected employee shall be notified in writing of that possibility thirty (30) calendar days prior to the end of the employee's assigned workyear.
- B. In the event the employee's workyear is extended beyond the assigned workyear, the employee will be provided with the following options after consultation with the immediate supervisor:
 - 1. An appropriate number of unpaid days off prior to the beginning of the next workyear.
 - 2. An appropriate number of unpaid days off during the workyear.
 - 3. Continue to work the longer year with the approval of the Superintendent-designee.

7.5 Nothing contained herein shall prevent the rescheduling of workdays as deemed necessary by the Superintendent-designee after consultation with the Union President.

ARTICLE VIII

HOURS OF WORK

8.1 Workweek

The regular workweek for full-time employees shall be thirty-seven and one-half (37-1/2) hours. Any change in the regular workweek shall be mutually agreed upon by the employee and immediate supervisor.

8.2 Workday

The regular workday for full-time employees shall be seven and one-half (7-1/2) hours per day, Monday through Friday, exclusive of an unpaid lunch period.

8.3 Duty-Free Periods

- A. Full-time employees shall be entitled to a duty-free, uninterrupted lunch period of not less than one-half (1/2) hour, as scheduled by the building administrator or supervisor.
- B. Full-time employees shall be entitled to a fifteen (15) minute relief time in the mid-morning and in the mid-afternoon, as scheduled by the building administrator or supervisor.
- C. Part-time employees assigned to work four (4) hours or more shall be entitled to a fifteen (15) minute relief time as scheduled by the building administrator or supervisor.
- D. Part-time employees assigned to work six (6) hours or more shall be entitled to a duty-free uninterrupted unpaid lunch period of not less than one-half (1/2) hour as scheduled by the building administrator or supervisor.

8.4 Definition of Full-Time/Part-Time Employees

For the purpose of this Agreement, the following definition of terms will be applicable:

Full-Time Employee - An employee who is regularly scheduled to work thirty (30) hours or more per week.

Part-Time Employee - An employee who is scheduled to work less than thirty (30) hours per week on a regular basis.

ARTICLE IX

COMPENSATION

9.1 Basic Compensation Rates

The salaries of employees covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. Such salary schedules will remain in effect during the term of this Agreement.

9.2 Pay Advancement

An increment shall be an earned increase in salary applicable on the employee's first working day of a new workyear for the duration of this Agreement. This applies to all employees in the bargaining unit whether full or part time.

9.3 Overtime

- A. Approved overtime worked in excess of thirty-seven and one-half (37-1/2) hours in any one week shall be compensated at one and one-half (1-1/2) times an employee's hourly rate. Approved overtime for work on Sundays and holidays shall be compensated at double the employee's hourly rate.
- B. All overtime shall be approved by the Superintendent-designee. Overtime may be required of any employee.

9.4 Compensatory Time

Compensatory time off may be taken in lieu of payment of overtime at the request of the employee, subject to the approval of the Superintendent or designee.

- A. Compensatory time may be accumulated to a maximum of fifteen (15) overtime hours which is the equivalent of three (3) 7.5 hour workdays (22.5 hours) and must be used within the workyear in which the hours are earned.
- B. Compensatory time off will be at the same rate as overtime defined in 9.3 above (e.g. two (2) hours overtime equals three (3) hours compensatory time off).
- C. The employee and immediate supervisor will be responsible for verification of compensatory time earned and the scheduling of compensatory time off.

9.5 Mileage

When employees are requested to travel away from their regular place of employment, the employee shall be reimbursed for mileage at the rate established by the Board.

ARTICLE IX (Continued)

9.6 Workers' Compensation

Absence due to injury or illness incurred in the course of employee's employment shall not be charged against the employee's sick leave days provided that the injury or illness qualifies under the Michigan Workers' Compensation Act.

9.7 Employee Education/Staff Development

- A. The Board of Education, as it deems necessary, may provide opportunities for in-service training sessions for all employees.
- B. Employees required to attend classes or training sessions during other than regular working hours will be compensated at their regular non-overtime rate of pay for the required hours of attendance.
- C. The Board of Education encourages employees to become involved in activities that will improve their skills, knowledge, and job performance. Requests for approval to attend workshops/conferences and for reimbursement shall be made on forms provided by the Board of Education prior to the activity taking place.

ARTICLE X

VACANCIES, TRANSFERS, TEMPORARY ASSIGNMENTS, AND NEW POSITIONS

10.1 Vacancies

A vacancy is defined as an existing position that becomes open due to a resignation, termination, or transfer.

- A. Vacancies within the bargaining unit will be posted for a period of seven (7) working days. Notification of vacancies will be sent to the Union president. The posting will contain the position to be filled together with the qualifications required, the salary range, the location of the vacancy, classification, and workyear schedule.
- B. No vacancy shall be filled except on a temporary basis until such vacancy shall have been posted for at least seven (7) working days.
- C. When a vacancy occurs within the bargaining unit, and the vacant position is not eliminated in a necessary reduction of personnel, the Board will fill the position as quickly as possible.
- D. The Union president shall be notified within ten (10) working days when a vacancy has been filled.
- E. Employees are encouraged to apply for any vacancies for which they are qualified. The Board shall review applications and interview selected applicants to determine the candidate who is considered to be the best qualified for that position.

10.2 Transfers and Temporary Assignments

A. Definitions

1. A voluntary transfer is a request from an employee for a change in building location, classification and/or job assignment within the bargaining unit.
2. An involuntary transfer is a non-disciplinary action taken by the Board which changes an employee's location, classification and/or job assignment within the bargaining unit.
3. A temporary assignment may be initiated by the Board or the employee and may involve a change in location, classification, or job assignment within the bargaining unit for a period not to exceed ten (10) consecutive working days in the same position at no reduction in pay. Temporary reassignment of employees by the Board shall not be subject to the grievance procedure.

B. Voluntary Transfer

1. Request for transfer shall be made in writing on forms provided by the Board. Qualifications being equal, the employee with

ARTICLE X (Continued)

the most seniority in the bargaining unit requesting a transfer, shall be appointed to the position. Upon written request, reason for refusal will be provided within ten (10) working days of the request.

2. An employee who is granted a voluntary transfer shall remain in the new position for one (1) year. The employee may be subject to temporary reassignment by the Superintendent-designee and may request an additional transfer, subject to the approval of the Superintendent-designee.
3. Employees voluntarily transferred to a higher classification will retain experience credit and be placed on the same step of the new classification.

C. Involuntary Transfer

1. Involuntary transfers may be made only for just cause and reasons shall be given in writing to the employee affected.
2. Any involuntarily transferred employee in the bargaining unit shall receive a copy of a job description for their new position before beginning their duties.
3. Any employee involuntarily transferred will retain experience credit and be placed on the same step in their new classification.

D. Temporary Assignment

An employee temporarily assigned to a higher classification will be paid according to the following provisions:

1. If such temporary assignment is for two (2) hours or less on any given day, pay will be at the employee's regular rate.
2. If such temporary assignment is for more than two (2) hours on any given day, the employee will be paid at their step of the higher classification for all hours so worked.

10.3 Job Description, Testing, New Positions, and Reclassification

- A. Upon request of the employer, Union, or an individual employee, the Superintendent-designee will meet and confer with the Union President-designee and/or employee prior to implementation regarding the following:
 1. Development of new position job descriptions
 2. Changes in current job descriptions
 3. Reclassification of current positions

ARTICLE X (Continued)

4. Development of any tests of bargaining unit member's abilities or qualifications for a position
- B. If an employee and/or the Union requests a meeting to consider reclassification of a current position, a complete written statement of rationale will be submitted with the request for a meeting and will include the following:
 1. Current job description
 2. Changes in duties and responsibilities that have occurred within the last twelve (12) months
 3. A summary of the employee's experience, knowledge, skills, specialized or technical training, and complexity and volume of assigned work
 - C. Results of meetings, reviews, and test results will be provided in writing to the Union and affected employees.
 - D. If a disagreement arises, the parties agree to make a good faith attempt to resolve any differences before final action is taken to implement.
 - E. The Board's decision will be final regarding new positions, job descriptions for new positions, changes in current job descriptions, reclassification, and the development of any tests of bargaining unit members' abilities or qualifications for a position.

ARTICLE XI

EMPLOYEE EVALUATION

11.1 Written Evaluation by Immediate Administrative Supervisor

The parties agree that the timely and objective evaluation of the work performance of employees is a valuable and necessary activity for both the employer and employee. Its primary purpose is to aid the employee in maintaining and improving job performance.

11.2 Schedule of Evaluations

- A. Each employee shall be evaluated in writing at least once each year. The evaluation shall take place not later than thirty (30) days prior to the employee's last regularly scheduled workday except in instances when a person is hired after the beginning of the school year, in which case, the employee will be evaluated not later than ninety (90) working days from the date of hire.
- B. Failure to evaluate an employee within the above-prescribed period shall deem that the employee's service has been satisfactory.
- C. Within five (5) school days of an evaluation, a conference shall be held with the employee to review the evaluation and a copy of the evaluation shall be provided.
- D. Each employee shall sign the evaluation which only indicates that the employee has received it. If the employee disagrees with the evaluation, the employee may submit the objections in writing which will be attached to the evaluation and placed in the employee's personnel file. Objections to or disagreement with an evaluation shall not be subject to the grievance procedure.

11.3 Personnel Record

Employees will have access to their official personnel files in accordance with the 1978 Public Act 397.

ARTICLE XII

DISCIPLINE, DISCHARGE, DEMOTION, AND SUSPENSION

12.1 Just Cause

- A. Discharge, demotion, suspension or any other disciplinary action applied to a member of the bargaining unit shall be made only for just cause, and the member shall be accorded due process which includes access to the grievance procedure.
- B. A policy of progressive discipline will be followed which primarily includes a verbal warning, written warning, reprimand, suspension, and discharge, with discharge as a final and last resort. However, any disciplinary action taken against an employee shall be appropriate to the behavior which precipitated said action and, therefore, might begin at an intermediate level or higher.
- C. Absenteeism and Tardiness

At a time when the Superintendent-designee feels an employee is guilty of absence or tardy abuse, said employee shall be called in and orally warned. If the abuse continues, said employee will be called in a second time and given a written reprimand, and if such abuse continues, said employee will be called in a third time at which time said employee shall be subject to disciplinary action up to and including dismissal from employment.

12.2 Disciplinary Interviews

- A. Employees may be subject to disciplinary action, including dismissal, for infractions or failure to perform the duties and responsibilities as requested and required by the Superintendent-designee.
- B. Disciplinary interviews and reprimands will be conducted in private. An affected employee will, however, have the right to request the presence of a Union representative at any interview in which a reprimand may be reduced to writing.

12.3 Notification

When employees are disciplined, the employees shall be notified in writing, stating the reason for such action within ten (10) workdays of the incident.

12.4 Probationary Employee

The discharge of a probationary employee shall not be subject to the grievance procedure. In cases of discharge, the Superintendent or designee agrees to hold a hearing promptly upon written request of the employee involved.

ARTICLE XIII

LEAVES - HEALTH/ATTENDANCE INCENTIVE PROGRAM

13.1 Sick Leave

- A. Each employee covered by this Agreement will be credited with sick leave days at the beginning of the employee's workyear schedule as follows:

Twelve (12) Month Employees	Twelve (12) Days Per Year
Eleven (11) Month Employees	Eleven (11) Days Per Year
Ten (10) Month Employees	Ten (10) Days Per Year

The unused portion of earned sick leave days will accumulate from year to year with a maximum of one hundred twenty-five (125) days accumulation.

If an employee should use more sick days than have been earned (at a hypothetical rate of one (1) per month), and subsequently leaves employment with the District, the Board may exercise the option of making appropriate adjustments in pay.

- B. Sick leave shall be granted to an employee when the employee is unable to perform duties due to personal illness, injury, or for medical, dental or optical examinations or treatment.
- C. Sick leave shall also be granted when a member of the immediate family of the employee requires the care and attention of the employee due to illness or injury.
1. Immediate family for this purpose is defined as the following: spouse, children, parents, grandparents, mother-in-law and father-in-law, brother or sister or step-persons living in the same household.
 2. Five (5) days of an employee's accumulated sick leave may be used annually to provide for the care or attention of the employee's parents, children, step-parents or step-children living outside of the household.
 3. In the case of the care or attention for convalescent purposes, a corroborating statement of the need for such care may be required by the Superintendent-designee from the physician of the immediate family member.
- D. An employee calling in sick will specify the reason for the sick leave. Upon return to work, a written statement of explanation may be required. The Superintendent-designee may request medical verification pertaining to the usage of sick days if an absence exceeds two (2) workdays.
- E. Employees who are unable to perform their duties because of illness or disability shall notify their supervisor of that fact before the

start of the workday. If an illness or disability extends beyond the first day, the employee and the employee's supervisor may make arrangements as to the frequency of notification of the continued illness or disability.

F. Pay for Unused Sick Leave Days

1. Retirement

Employees retiring in accordance with the provisions of the Michigan Public School Employees Retirement System shall be paid for fifty percent (50%) of their unused sick leave days accumulated at their last per diem rate of pay. In the event of the death of an employee, the amount will be paid to the designated beneficiary.

2. Severance

Upon resignation, employees shall be paid for unused sick leave accumulation earned since July 1, 1987 at the rate of \$15.00 per day.

G. Health/Attendance Incentive Program

The Health/Attendance Incentive Program is intended to encourage and reward employees for regular attendance. Employees are eligible to participate, subject to the number of days absent in the categories of sick leave, maternity leave, medical leave, and unpaid leave.

All full-time and part-time employees may elect to take part in the Health/Attendance Incentive Program based on the following formulas:

For all twelve (12)-month employees, the formula used would be:

Zero (0) Days Absent - Employee would receive five (5) days' pay with five (5) sick days' accumulation or twelve (12) days' accumulation.

One (1) Day Absent - Employee would receive four (4) days' pay with five (5) sick days' accumulation or eleven (11) days' accumulation.

Two (2) Days Absent - Employee would receive three (3) days' pay with five (5) sick days' accumulation or ten (10) days' accumulation .

Three (3) Days Absent - Employee would receive two (2) days' pay with five (5) sick days' accumulation or nine (9) days' accumulation.

Four (4) Days Absent - Employee would receive one (1) day's pay with six (6) days' accumulation or eight (8) days' accumulation.

ARTICLE XIII (Continued)

Any portion of a day used by an employee on a regularly scheduled workday would be considered a full day for the purpose of health/attendance incentive payoff.

For all eleven (11)-month employees, the formula used would be:

Zero (0) Days Absent - Employee would receive five (5) days' pay with four (4) sick days' accumulation or eleven (11) days' accumulation.

One (1) Day Absent - Employee would receive four (4) days' pay with four (4) sick days' accumulation or ten (10) days' accumulation.

Two (2) Days Absent - Employee would receive three (3) days' pay with four (4) sick days' accumulation or nine (9) days' accumulation.

Three (3) Days Absent - Employee would receive two (2) days' pay with four (4) sick days' accumulation or eight (8) days' accumulation.

Four (4) Days Absent - Employee would receive one (1) day's pay with five (5) sick days' accumulation or seven (7) days' accumulation.

Any portion of a day used by an employee on a regularly scheduled workday would be considered a full day for the purpose of the Health/Attendance Incentive Program.

For all ten (10)-month employees, the formula used would be:

Zero (0) Days Absent - Employee would receive five (5) days' pay with three (3) sick days' accumulation or ten (10) days' accumulation.

One (1) Day Absent - Employee would receive four (4) days' pay with three (3) sick days' accumulation or nine (9) days' accumulation.

Two (2) Days Absent - Employee would receive three (3) days' pay with three (3) sick days' accumulation or eight (8) days' accumulation.

Three (3) Days Absent - Employee would receive two (2) days' pay with three (3) sick days' accumulation or seven (7) days' accumulation.

Four (4) Days Absent - Employee would receive one (1) day's pay with four (4) sick days' accumulation or six (6) days' accumulation.

ARTICLE XIII (Continued)

Any portion of a day used by an employee on a regularly scheduled workday would be considered a full day for the purpose of the health/attendance incentive payoff.

13.2 Business Leave

A. An employee shall be allowed to use up to fifteen (15) non-accumulated hours per year for business leave provided that said employee works at least one (1) day of said working year. Business leave may be taken for the following reasons:

1. Legal business that cannot be handled after school or on weekends.
2. Other important and urgent matters that cannot be handled outside of school hours.

This leave will be at the discretion of the immediate supervisor.

B. Employees planning to apply for business leave shall notify their immediate supervisor on forms provided at least twenty-four (24) hours in advance except in cases of emergency. Business leave may not be taken the day before or the day after a legal holiday or periods of excess unless adequate justification is presented to the immediate supervisor that said business cannot be transacted at any other date.

13.3 Death Leave

A. An employee will be credited with up to three (3) non-accumulative paid death leave days for each death in the immediate family. This leave may be used only in the event of death in the immediate family to attend a funeral and/or related activities. The immediate family shall be defined as spouse, children, mother, father, brother, sister, grandparents, legal guardians, mother-in-law, father-in-law, and step-persons. An employee excused from work under the above provisions shall, after making written application, receive the amount of wages that should have been earned by working during regular hours on such scheduled days of work for which the person is excused. Leaves of less than a day are expected and a request for a leave must be for one (1) hour or more.

B. When warranted by special circumstances, the Superintendent may grant additional death leave days or leave days for deaths other than those mentioned above.

13.4 Jury Duty and Witness Testimony

An employee called for jury duty or to give witness testimony before a judicial or administrative tribunal shall be compensated for the difference between the employee's pay and the pay received for the performance of such obligation provided that said employee is not a

ARTICLE XIII (Continued)

defendant in the proceedings. No employee shall be compensated for appearing as a witness before a judicial or administrative tribunal on behalf of or as a representative of the Union.

13.5 Disability Leave

A. Predictable Disability

1. When a potential disability or hospital confinement is known to the employee, the Superintendent-designee shall be notified as soon as possible of the anticipated days of the necessity to use sick leave. Medical verification will accompany the notification, and medical certification of continued ability to perform duties may be required.
2. To receive sick leave benefits, the employee must perform all duties until physically disabled and unable to perform duties. The employee must return to work as soon as a physician certifies the employee's ability to return. Such certification may be required by the Superintendent-designee for all such leave days taken.

13.6 Unpaid Leave

An unpaid leave of absence for up to one (1) year, renewable at the discretion of the Superintendent-designee, will be granted for specific purpose and duration. Such leave shall include, by way of illustration and not necessarily limitation, family responsibility, child care (including prolonged serious physical, mental or emotional illness of a child under eighteen (18) years of age, immediate postnatal care or adoption of a child), personal illness or injury, military duty, campaigning for or serving in a public office, family emergency, or travel with a spouse on business. Such unpaid leave will be granted under the following conditions:

- A. A request in writing for said leave must be filed with the Superintendent-designee at least 30 days prior to the commencement of the leave except in cases of emergency.
- B. Specific terms and conditions will be established by the Superintendent-designee in writing prior to the beginning of the leave covering fringe benefit continuation at the employee's expense, where possible, seniority, salary step, return date, and position to which to be returned. Upon request of the employee, a Union representative may be present. Such terms and conditions will be binding on the parties.
- C. Upon return from a leave of 180 calendar days or less, the employee shall be returned to his/her former position. If the leave exceeds 180 calendar days, the employee shall be assigned to a position for which he/she is deemed qualified by the Superintendent-designee.

ARTICLE XIII (Continued)

- D. The Superintendent-designee will consider requests for accelerated termination of leaves on an individual case-by-case basis. The Superintendent-designee's decision shall be final.

13.7 Short-term Leaves

Short-term unpaid leaves of limited duration may be granted upon written request to the Superintendent-designee provided that at least twenty-four (24) hours' notice is provided except in cases of emergency.

- 13.8 An employee who is absent without an approved leave may be subject to disciplinary action, including reprimand, loss of pay, suspension without pay, or termination.

ARTICLE XIV

SENIORITY - REDUCTION - RECALL

14.1 Seniority

- A. Seniority shall be defined as the length of service in the bargaining unit from the employee's last date of hire.
1. Employees who have seniority in the bargaining unit and leave the bargaining unit for another position within the District and later return to the bargaining unit will retain any bargaining unit seniority previously acquired. Seniority shall not accrue for years of service outside of the bargaining unit.
 2. Members of the bargaining unit as of the effective date of this Agreement shall retain all seniority previously acquired and credited.
 3. The seniority list on the date of agreement will show the names, job titles, classification, and date of hire for all employees.
 4. The Board will keep the seniority list up to date and will provide the local President with a copy at least once a year together with ongoing information needed to keep the copy current.
- B. Any employees with the same seniority date shall be considered in alphabetical order of their last names for any situation bringing about the need of determination by seniority.
- C. An employee shall lose seniority for the following reasons:
1. Resignation or retirement
 2. Discharge for just cause
 3. When, after a layoff and after proper notification by certified mail, return receipt requested, to addressee only, to the employee's last known address, an employee fails within fourteen (14) calendar days from mailing date of notice to report to work or to give satisfactory reason for a delay.
 4. Employees on unpaid leave of absence or layoff shall not accrue seniority during the leave or layoff and shall have seniority frozen at the level at the time of the leave or layoff.

14.2 Reduction

- A. In the event the Board deems it necessary to reduce staff, the following shall apply:
1. All probationary employees shall be laid off first.

ARTICLE XIV (Continued)

2. Seniority employees shall be laid off in accordance to classification reductions in the order of their seniority in classification with the least senior laid off first.
3. Any seniority employee to be laid off shall, in lieu of layoff, be able to voluntarily transfer, based on seniority:
 - A. To a job of equal or lower classification provided the employee has the qualifications and ability to perform the job claimed or
 - B. To any higher classification previously and regularly held provided the employee was not demoted from the job for reasons of inability to perform the job.
- B. Employees being laid off shall be given a minimum of thirty (30) calendar days' notice of such layoff. In the event of a severe financial emergency and after consulting with the Union President, the thirty (30) day notice provision may be shortened to not less than fourteen (14) calendar days. The employer shall furnish a copy of such notice to the Union immediately.
- C. Employees being laid off during the workyear shall receive applicable fringe benefits for one (1) month following the month in which they are laid off.

14.3 Recall

- A. When the working force is increased after a layoff, employees will be recalled according to seniority. Notice of recall shall be sent to the employee at the last known address by certified mail. If an employee fails to report for work within fourteen (14) working days from the date of mailing of notice of recall, the employee shall be considered a quit. Extension will be granted by the employer in proper cases.
- B. Employees on layoff shall be recalled in reverse order of their seniority to their same jobs or to jobs of equal classification provided they are able to perform the job. An employee recalled to a lower classification or part-time position has the right to refuse and shall remain on the recall list.
- C. Employees shall be maintained on a recall list for a period of thirty (30) months from the date of layoff. An employee may elect to continue benefits by individually paying the premiums where possible while on recall status. If an employee has not been recalled after thirty (30) months from the date of layoff, the right to recall and seniority rights shall be terminated.
- D. No new employees will be hired by the employer as long as there are employees laid off who have seniority, except to fill positions those on layoff are not qualified to fill.

ARTICLE XV

MISCELLANEOUS

15.1 Copy Distribution

Copies of this Agreement and additions thereto shall be printed at the expense of the Brandon School District and presented to all Union members employed and hereafter employed.

15.2 Emergency School Closing

When schools are closed due to inclement weather or other Acts of God, or lack of power, water or heat, and employees are notified not to report to work or are sent home early, there shall be no loss of pay or paid leave. Failure to report when not notified otherwise will result in a loss of pay equal to the regularly scheduled workday rate.

15.3 Resignation-Retirement

The resignation-retirement of any employee shall be submitted in writing to the immediate administrator or supervisor, with a copy to the Administration Office, at least ten (10) working days prior to the effective date of resignation-retirement.

Any employee who resigns after one (1) year of service shall not forfeit his/her right to earned vacation time.

Any employee who discontinues his/her services without proper notification, forfeits all accrued rights and privileges, including sick leave, military leave, personal leave without pay, vacation, Workers' Compensation within the Michigan State Law, and any other rights and privileges which have been granted by the Board to its employees.

15.4 No Strike Clause

The Union agrees not to strike in violation of Public Act 336, 1947, as amended.

15.5 Inconsistent Terms

This Agreement shall supersede any rules, regulations, or practices of the Brandon School District which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Brandon School District, which the bargaining unit members agree to uphold.

15.6 Entire Agreement

The parties agree that this Agreement incorporates their full and complete understanding, and that any prior oral agreement or practices relating to the specific and express terms of this Agreement are superseded by the terms of this Agreement.

ARTICLE XV (Continued)

15.7 Savings Clause

If any provision of this Agreement or any application of the Agreement through any employee or group of employees shall be found contrary to law, then such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law but all other provisions or applications shall continue in full force and effect.

15.8 Agreement Modification

This Agreement will not be modified in whole or in part except by writing documents duly executed by the Brandon School District and the Union.

15.9 Negotiation Procedure

Negotiations for the entire Agreement shall be undertaken upon request of either party on or before May 1 of the year in which the Agreement expires.

15.10 Informal Conferences

The Superintendent and such other representatives as the Superintendent may designate, and Union representatives will meet informally within five (5) working days of a written request by either party on a date mutually agreed upon for the purpose of discussing problems of mutual concern.

15.11 Substituting

Employees shall not be required to substitute for a classroom teacher. In cases of emergency, employees may be required to supervise students in the absence of a teacher or substitute teacher.

15.12 In-Service

The Board of Education encourages employees to become involved in activities/workshops/conferences/college classes, etc. that will improve their skills, knowledge and job performance.

Employees requesting or being directed to attend such activities shall complete a conference/workshop request form which sets forth a description of the activity, location, associated costs, etc. and submit the form to their supervisor. The terms and conditions of involvement in such activities shall be determined by the Assistant Superintendent, Instruction and Finance.

ARTICLE XVI

HOLIDAYS

The following paid holidays will be granted each employee working a full twelve (12) months:

New Year's Eve Day	Labor Day
New Year's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day (July 4th)	Christmas Day

Employees working less than twelve (12) months will receive paid holidays that are within their scheduled workyear as indicated above.

Attendance at the in-service days prior to the start of performance of regularly assigned duties is included in an employee's scheduled workyear.

Holidays falling on Saturday or Sunday will be recognized on Friday or Monday, whichever the case may be.

Paid holidays are to be treated as time worked. This shall mean eligible employees will receive straight time pay for holiday pay based on their regularly scheduled workday.

All employees in order to be eligible to receive holiday pay must work their entire scheduled workday before and after the holiday or be on an approved leave. When sick leave is used, the employee must provide a doctor's slip upon return to work.

ARTICLE XVII

VACATION

All full-time twelve-month employees shall be entitled to the following vacation schedule:

<u>Employment Period</u>	<u>Vacation</u>
1 Year	10 Days (Two Weeks)
2 Years	11 Days
3 Years	12 Days
4 Years	13 Days
5 Years	14 Days
6 Years	15 Days
7 Years	16 Days
8 Years	17 Days
9 Years	18 Days
10 Years	19 Days
11 Years or more of continuous full-time service to the Brandon School District shall entitle the employee to a maximum of four weeks (20) days' vacation.	

Vacations must be taken during the year in which the employee becomes eligible or they shall forfeit the vacation days. The hiring date of the employee shall determine his/her date of eligibility for the vacation schedule.

Exceptions based on need of service shall be at the discretion of the Superintendent-designee.

Vacations shall be at such time as arranged with the Superintendent-designee.

In the event an employee's workyear is extended to a twelve (12) month position, the employee shall receive vacation days in accordance with established Board policy.

When a holiday falls during the period that an employee is on vacation, the holiday will not be charged against the employee's vacation allotment.

ARTICLE XVIII

GRIEVANCE PROCEDURE

18.1 Grievance Defined

Any claim by an employee(s) that there has been a violation, misinterpretation or misapplication of the terms of the Agreement shall be a grievance and shall be resolved in the procedures set forth herein.

18.2 Time Limits

The specified time limits set forth in each level of the grievance procedure shall be strictly adhered to by all of the parties. If either party fails to respond within the prescribed time limits, the last answer and/or relief stated in the grievance will stand as the final disposition of the grievance. The term "days" as used herein shall mean regular business days of the Brandon School District.

18.3 Union Representative

A Union representative is any person so designated by the Union. Every member of the bargaining unit filing a grievance has a right to be represented at any and/or all levels of the procedure.

18.4 Powers of the Arbitrator

The arbitrator shall not have authority nor shall it consider its function, to decide any issue not submitted, or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally acceptable rules of contract construction. The arbitrator shall not give any decision which in practical or actual effect modifies, revises, detracts or adds to any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying the terms of the Agreement can be relevant evidence but may not be used so as to justify a result in what is, in effect, a modification, whether by addition or subtraction of written terms of this Agreement. The arbitrator's authority shall be strictly limited to deciding only the issues presented to the arbitrator in writing by the parties and that decision must be based solely upon the interpretation of the meaning or application of the express relevant language of the Agreement in accordance with this clause limiting the power of the arbitrator. Issues not previously raised in the grievance claim process cannot be presented as part of an arbitration case.

18.5 Proper Grievance

In order for a grievance to be considered acceptable and proper, the grievance when reduced to writing must specify the specific provision(s) of the Agreement that are alleged to have been violated, misinterpreted or misapplied and relief sought.

ARTICLE XVIII (Continued)

18.6 Grievance Procedure

Level 1 - An attempt shall be made to resolve any grievance in an informal verbal discussion between the grievant and the immediate supervisor. Level 1 proceedings must occur within thirty (30) days following the date of the alleged occurrence. If the immediate supervisor is unwilling or unable to meet for Level 1 proceedings within the prescribed time limits, the grievant may proceed to Level 2.

Level 2 - If the grievance cannot be resolved at Level 1, it shall be reduced to writing on forms provided by the Board, signed by the grievant and delivered to the immediate supervisor within five (5) days after Level 1 proceedings. The supervisor or other administrator who has the authority to make a decision on the grievance shall make such decision and communicate it in writing to the grievant within five (5) days of receipt of the written grievance.

Level 3 - In the event the grievance has not been satisfactorily resolved at Level 2, the grievant shall, within five (5) days of receipt of Level 2 written answer, transmit a copy of the grievance to the Superintendent or designee. Within ten (10) days of receipt of the grievance, the Superintendent or designee shall meet with the grievant to resolve the grievance. The Superintendent or designee shall communicate the answer in writing to the grievant within five (5) days of the Level 3 meeting.

Level 4 - In the event the grievance has not been satisfactorily resolved at Level 3, only the Union may, within ten (10) days of receipt of Level 3 written answer, cause the grievance to go to binding arbitration. To do so, the Union shall file for arbitration under the rules of the American Arbitration Association which will likewise govern the arbitration proceedings. The decision of the arbitrator shall be binding on the parties. The Board and the Union share equally in the arbitrator's fees and expenses.

APPENDIX A

CLASSIFICATIONS AND COMPENSATION

Classifications

- I. Clerks (Counseling Clerk, Attendance Clerk, High School Library Clerk, Athletic Clerk)
- II. Library Clerks
- III. Secretaries to Assistant Principals, High School Counseling Secretary
- IV. Secretaries to Principals, Special Services Secretary
- V. Secretary to High School Principal

APPENDIX A (Continued)

Hourly Rate Schedule

Classification I

	<u>1990-1991</u>	<u>1991-1992</u>	<u>1992-1993</u>
Steps 1	\$ 7.13	\$ 7.52	\$ 7.94
2	7.67	8.09	8.54
3	7.95	8.39	8.85
4	8.23	8.68	9.16
5	8.76	9.24	9.75

Classification II

	<u>1990-1991</u>	<u>1991-1992</u>	<u>1992-1993</u>
Steps 1	\$ 7.76	\$ 8.19	\$ 8.64
2	8.29	8.75	9.23
3	8.90	9.39	9.91
4	9.52	10.04	10.59
5	10.14	10.70	11.28

Classification III

	<u>1990-1991</u>	<u>1991-1992</u>	<u>1992-1993</u>
Steps 1	\$ 8.06	\$ 8.50	\$ 8.97
2	8.61	9.08	9.58
3	9.15	9.65	10.18
4	9.70	10.23	10.79
5	10.24	10.81	11.40

Classification IV

	<u>1990-1991</u>	<u>1991-1992</u>	<u>1992-1993</u>
Steps 1	\$ 8.41	\$ 8.87	\$ 9.36
2	8.94	9.43	9.95
3	9.48	10.01	10.56
4	10.03	10.58	11.17
5	10.57	11.15	11.77

Classification V

	<u>1990-1991</u>	<u>1991-1992</u>	<u>1992-1993</u>
Steps 1	\$ 8.53	\$ 9.00	\$ 9.50
2	9.09	9.59	10.12
3	9.63	10.16	10.72
4	10.17	10.73	11.32
5	10.72	11.31	11.93

APPENDIX A (Continued)

Employees entering their 10th year of continuous service to the Brandon School District shall receive an additional \$.20 per hour.

Employees entering their 15th year of continuous service to the Brandon School District shall receive an additional \$.10 per hour.

For the purpose of longevity, years of service will not accumulate while on layoff or approved leave; however, such time shall not constitute an interruption in continuous service.

Step raises to be granted on employee's first working day of the new working year.

APPENDIX B

PAYROLL DEDUCTION

The Board agrees to make voluntary payroll deductions from the salaries of the employees for tax-deferred annuities, automatic payroll savings with the First Federal Savings Bank and Trust, North Oakland Community Credit Union, medical insurance premiums, United Way, the deductions of Association membership dues shall be made each year, MESSA Options - (a) Group Hospital Confinement Indemnity Insurance, (b) Group Short Term Disability Income Insurance, (c) Group Long Term Disability Income Insurance, (d) Group Supplemental Term Life Insurance, (e) Group Survivor Income Insurance, (f) Group Dependent Life Insurance, voluntary contribution to M.E.A.-P.A.C. - N.E.A.-P.A.C., N.B.D. Genesee Bank, Clarkston Brandon Teachers Credit Union, and any other deductions approved by the Superintendent.

APPENDIX C

INSURANCE PROTECTION

A. The Board of Education agrees to provide each employee the insurance protection listed below by paying the premium for such insurance. To be eligible for any insurance benefits, the employee shall be responsible for being properly enrolled. Benefits set forth in this Agreement shall be subject to the rules, regulations, and determinations set forth by the carrier.

1. Health Insurance

Blue Cross/Blue Shield with MVF #2, MM #4, Drug Rider (\$5.00), and FAE Rider.

No employee shall have double health insurance coverage. Part-time employees shall have prorated amount paid toward health insurance coverage provided any difference is made up by the employee.

2. Life Insurance

Twenty Thousand Dollars (\$20,000.00) of group term life insurance with an accidental death and dismemberment (AD & D clause) for the life of this Agreement.

Part-time employees shall have a prorated amount paid toward life insurance coverage provided any difference is made up by the employee.

3. L.T.D.

MESSA long-term disability insurance beginning sixty-one (61) calendar days after the disability, beginning at 2/3 base earnings to a maximum of Three Hundred Dollars (\$300.00) per week. This is MESSA Plan 2, excluding part-time employees.

4. Dental

MESSA Dental Care Program - This program shall cover all employees and their eligible dependents. This plan shall include internal and external coordination of benefits. Employees within the District who do not have dental care coverage with this contractor or any other contractor or who are not covered by their spouse's dental coverage shall have Plan E-07 (80-80-80). All those employees within the District whose spouse has dental coverage with either Delta or another insurance carrier shall receive Plan C-01 (50-50-50), excluding part-time employees.

5. Vision

Intermediate Vision Care - A vision care plan comparable to the MESSA Intermediate Vision Care Plan will be made available to employees for the life of this Agreement, excluding part-time employees.

6. Health Insurance Option

Employees eligible for but not taking health insurance may, when eligible, apply the dollar amounts listed below toward insurance options, including tax shelter annuity programs, available through Blue Cross/Blue Shield or other carriers approved by the Board.

Effective July 1, 1990 (or the month
of ratification, subject to the
option selection) \$50.00 Per Month/\$600.00 Per Year

Effective July 1, 1991 \$55.00 Per Month/\$660.00 Per Year

Effective July 1, 1992 \$60.00 Per Month/\$720.00 Per Year

B. The Board shall make payment of medical, dental, long-term disability, life insurance, and vision care premiums on employees for the full 12-month period commencing September 1 and ending August 31 with the following limitations.

1. Those employees who resign and have completed the school workyear will have their insurance continued through August 31st.
2. Coverage for those employees terminated by the Board will end as of the effective date of termination.
3. Employees who have been granted an approved leave of absence or who have been laid off and have completed the school workyear will be completely covered through August 31st of that school year. Any employee on an approved leave of absence or layoff may elect to continue their Blue Cross/Blue Shield health care coverage on a 12-month cash-pay basis unless otherwise provided herein.
4. To be eligible for any insurance benefits, the employee shall be responsible for being properly enrolled.

C. Employees with less than a twelve (12) month workyear (10-month employees) working less than their scheduled workyear will be entitled to insurance coverage on a prorated basis of 1.2 months of coverage earned for each month worked except as otherwise provided for in the Master Agreement, i.e. termination and specific provisions stating exceptions.

Employees who exhaust their sick leave and are in a continued state of disability causing an interruption of service during their workyear shall have their fringe benefit premiums paid by the Board on the prorated basis and/or until the sixty (60) day requirement for L.T.D. has elapsed, whichever is greater. The Board will pay the premium for the month in which the elapsed time period occurs. In the event such an employee returns during their workyear in which an unpaid absence occurred, the prorated coverage shall be applied to the last month of coverage beginning in August and working backwards.

APPENDIX C (Continued)

It is expressly understood that employees working less than their scheduled workyear will be entitled to insurance coverage only for that period earned on the prorated monthly basis.

DURATION OF AGREEMENT

This Agreement and each of its provisions shall be effective as of July 1, 1990 and shall continue in full force and effect through June 30, 1993.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties hereunto set their hands this 10th day of September, 1990.

BRANDON SUPPORT PERSONNEL ASSOCIATION

BRANDON BOARD OF EDUCATION

Negotiator

President

Negotiator

Secretary

Negotiator

Negotiator

President

Uniserv Director