

6/30/92

AGREEMENT

between

Brighton Area Schools

and

**The International Union of Operating Engineers
Local 547 - A, B, C, E, H - AFL-CIO**

Maintenance/Custodial Employees

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

July 1, 1989 - June 30, 1992

Brighton Area Schools

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A G R E E M E N T

Between the Brighton Area Schools, hereinafter referred to as the "Employer", and The International Union of Operating Engineers, Local #547 - A, B, C, E, H - AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I

PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations and cooperation and understanding between the Employer and the employees covered hereby, to insure true collective bargaining, and to establish standards of wages, hours, working conditions and other conditions of employment.

ARTICLE II

UNION RECOGNITION, AGENCY SHOP: CHECK-OFF

Section 1. Union Recognition.

(a) The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, and hours of employment.

(b) The term "Employee" as used herein shall include all Maintenance, Custodians, Groundskeeper and Shift Leader employees of the Employer excluding substitute Custodians and all other employees.

Section 2. Agency Shop.

(a) All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall within ninety (90) calendar days of the effective date of this Agreement, or within ninety (90) calendar days of the date of hire by the Employer, whichever is later, become members, or in the alternative, shall, as a condition of employment, pay to the Union each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Employer who are members.

(b) An employee who shall tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) calendar days in arrears of payment of such dues (or fees).

(c) Employees who fail to comply with the conditions of this Article shall be discharged by the Employer within thirty (30) calendar days after receipt of written notice of such default is delivered to the Employer by the Union.

(d) If any provision of this Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.

(e) The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.

(f) In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment by paying the regular monthly service fees.

(g) The Union assumes full responsibility for the validity and legality of such employee's deductions as are made by the Employer pursuant to this Article and agrees to indemnify and save the Employer harmless by virtue of such collections and payments to the Union.

(h) The Union agrees to indemnify and save the Board, and including each individual School Board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of, or by reason of, action by the Board for the purpose of complying with this Agreement.

(i) An employee shall be retired by the Board upon reaching seventy (70) years of age.

(j) The Board may approve an extension of employment beyond the established age of seventy (70) for a limited period.

Section 3. Check-Off.

The Employer shall deduct from the wages of employees covered by this Agreement and remit to the Union all monthly Union dues and service fees, together with a listing of all of the employees, by Social Security Number, for whom said deductions were made only in such cases as the employee files with the Employer proper written authority to do so. The Employer agrees to deduct from employees wages for the Engineers Political Education Committee funds on a monthly basis when authorized by the employee.

ARTICLE III**NON-DISCRIMINATION**

The Employer and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any persons because of race, creed, color, religion, sex, age or natural origin.

ARTICLE IV**STRIKE PROHIBITION**

The Union recognizes that strikes are contrary to law and public policy. The Board and the Union subscribe to the principle that differences shall be resolved by appropriate and peaceful means in keeping with the high standards of education, without interruption of the school program. Accordingly, the Union agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board by any member or group of members which is contrary to law.

ARTICLE V**MANAGEMENT RIGHTS**

(a) The Employer shall have the right to exercise customary and regular functions of management, including the right to hire, promote, transfer, or to suspend, assign, discharge, or demote employees for just cause subject, however, to the employee's right to bring a grievance if any provision of this Agreement is violated by the exercise of such management function.

(b) 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 upon and vested in it by the laws and Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, subject to the provisions of this Agreement, the right:

1. To direct employees of the school,
2. To relieve employees from duties because of lack of work, or for other legitimate reasons.
3. To maintain the efficiency of the school operations entrusted to them,
4. To determine the methods, means and personnel by which such operations are to be conducted, and
5. To take whatever actions may be necessary to carry out the mission of the agency in situations of emergency.

(c) All rights, powers and interests which have not been expressly granted to the Union by the provisions of this Agreement are reserved to the Employer.

ARTICLE VI

VISITATION

Upon request by the Union and the presentation of proper credentials, Officers or accredited Representatives of the Union shall be admitted onto the Employer's premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for the assisting in the adjusting of grievances; provided, that said observation shall not be in areas which would be detrimental to the management and function of the school and its students.

ARTICLE VII

STEWARDS

(a) The employees shall be represented by a Chief Steward and an Alternate Steward who shall be chosen or selected in a manner determined by the employees and the Union, and whose names shall be forwarded to the Employer in writing by the Union.

(b) Reasonable arrangements can be made to allow the Chief Steward or Alternate Steward time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings after approval has been obtained from their supervisor and/or Director of Operations.

(c) During their terms of office the Chief Steward and Alternate Steward shall be deemed to head the seniority list for the purposes of lay-off and recall, provided, they are qualified to do the required work. Upon termination of their term, they shall be returned to their regular seniority status.

(d) The Employer shall supply the Chief Steward the following information within a newly hired employee's first (1st) week of employment: name, date of hire, address, Social Security Number, classification and job location.

ARTICLE VIII

SAFETY PRACTICES

(a) The Employer and employee will take reasonable measures in order to prevent or eliminate any hazards which the employees may encounter at their place of work, in accordance with the Occupational Safety and Health Act, and State and local regulations as they pertain to public schools. The Safety Committee will be composed of eight (8) Head Custodians, one (1) Maintenance/Grounds, Plumber, Electrician, Steward, Director of Operations and one (1) representative from the Superintendent's Office to meet four (4) times per year and any other meetings as needed.

(b) All maintenance vehicles shall be inspected every three (3) months and identified maintenance vehicles will be inspected additionally whenever the Union demonstrates a need for a special inspection. Inspection reports shall be on file in the Director of Operations office for review by the Union. Employees using department vehicles shall complete and file with the Director of Operations, daily, trip tickets which assist in assuring the safety of the vehicles.

(c) The Director of Operations, in cooperation with the Safety Committee shall determine vehicle safety. Unsafe conditions arising from operator negligence shall be excluded from this determination.

(d) Any case of assault upon an employee acting within the prescribed limits of their job shall be promptly reported to the Employer. The Employer, after investigating and finding the employee within the prescribed limits of their job and not negligent, will provide the employee legal counsel to advise the employee of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.

(e) If in the opinion of the Safety Committee and Director of Operations unsafe work conditions exist, employees will not be required to work under that condition. It is the duty of the employee to report any unsafe condition to the Director of Operations immediately.

ARTICLE IX

JURISDICTION

Persons not covered by the terms of this Agreement shall not perform work covered by this Agreement, except for the purpose of instructional training, experimentation or in cases of emergency, and except for the work that has been historically performed during the Spring, Summer and Christmas vacation times of the year on the Employer's premises, and further provided that any work performed during these school vacation periods shall not effect the work status of any employees covered under this Agreement. Summer vacation shall be construed to conclude as of Labor Day of each year.

ARTICLE X

CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose of undermining the Union nor to discriminate against any of its members, nor shall contracting or subcontracting result in the reduction of the present work force as outlined in Schedule A, nor in the event of extension of service shall contracting or subcontracting be used to avoid the performance of work covered under this Agreement.

In accordance therewith, the Employer will not subcontract work unless:

1. The skills and equipment needed to perform the work specified are unavailable in the school system, or
2. The schedule for such work cannot be met with the equipment or skills available for such work.

ARTICLE XI

SENIORITY

Section 1.

(a) A newly hired regular employee shall be on a probationary status for ninety (90) calendar days taken from and including the first (1st) day of employment. If at any time prior to the completion of the ninety (90) calendar day probationary period the employee's work performance is unsatisfactory, the employee may be dismissed by the Employer during this period without appeal by the Union. Probationary employees who are absent during the first (1st) ninety (90) calendar days of employment shall work additional days equal to the number of days absent and such employees shall not have completed their probationary period until these days have been worked.

(b) Probationary employees completing their probationary period shall be granted seniority to the first (1st) day of regular employment.

(c) Employees shall be laid off and recalled by classification according to their seniority in the bargaining unit. Any employee on scheduled lay-off shall have the right to displace a lesser seniority employee in a lower classification provided the senior employee is qualified to hold the position held by the lesser seniority employee. In the event that more than one (1) individual employee has the same starting date of work, position on the seniority list shall be determined by alphabetical order of last name. A laid off employee shall upon application, and at his/her option, be granted priority status on the substitute list according to his/her seniority. Notices of recall shall be sent by certified mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled employee shall be given at least five (5) working days from receipt of notice to report to work.

(d) An employee will lose their seniority for the following reasons:

1. The employee resigns.
2. The employee is discharged for just cause.

(e) An agreed to seniority list shall be made available to each employee covered by this Agreement on or about August 15th of each year. Such list shall contain date of hire, employee's location and classification. Seniority in classification shall be as of date of entry into the classification.

(f) Substitute Custodians are individuals that replace regularly assigned Custodians who are on a paid or unpaid leave of absence. When a Custodian receives permanent assignment and is added to the seniority list he then becomes a regular Custodian subject to the terms of this Agreement.

Section 2. Full-Time Employees:

(a) A full-time employee shall accumulate seniority based on the first (1st) day of employment or re-employment. The employee shall receive all fringe benefits as provided for under this Agreement.

(b) The seniority of a full-time employee shall be frozen beginning the first (1st) day of part-time employment. In the event they return to full-time, they shall acquire seniority from their original full-time seniority date.

Section 3. Part-Time Employees:

(a) In the event that an employee is hired as a part-time employee, the employee shall accumulate seniority as a regular part-time employee retroactive to their first (1st) day of employment. If the employee then reverts their status to that of a full-time employee, the employee shall as of the date that they began working full-time to accumulate seniority as a full-time employee. The employee may exercise their seniority during the time that the employees work part-time and bid on any open position that is a part-time position. In the event that a full-time position becomes available, the employee would only be able to exercise the seniority that they had accumulated as a full-time employee. A part-time employee would be laid-off based on their seniority as a regularly employed part-time employee prior to the lay-off of any full-time employee.

(b) A part-time employee who becomes a full-time employee shall have a full-time seniority date which shall include accumulated seniority as a part-time employee prorated based upon the part-time hours worked.

ARTICLE XII

TRANSFER AND PROMOTIONAL PROCEDURE

(a) Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within one (1) pay period from the date of vacancy and the employee shall be given five (5) working days time in which to make application to fill the vacancy or new position. The most senior employee with the proper job qualifications making application for the vacancy or new position shall be transferred to fill the vacancy or new position no later than the beginning of the next pay period if possible. If a new employee is hired into the system filling a position in a building where a relative is already working, the least senior family member will be transferred to the next available position and their job will be posted. Head Custodian/Shift Leader positions will be awarded based on qualifications such as leadership abilities and work record. If it is determined that the qualifications are equal, the position will be awarded to the senior employee making application.

(b) In the event a Union member is promoted or transferred to a different classification, the employee shall serve a sixty (60) day probationary trial period in the classification in which to prove his/her ability to perform satisfactorily the job responsibilities in the new classification. If the employee is unable to satisfactorily perform the job responsibilities in the new classification, he/she will be returned to their former position. The employee may request and shall be allowed to return to their former position during the first (1st) thirty (30) days of the probationary trial period. The sixty (60) day probationary period shall be divided into two (2) thirty (30) day segments when the job responsibilities in the new classification change according to the seasons of the year. If in the last thirty (30) days of the probationary period the Director of Operations removes the employee or the employee does not want the position, the position will be posted as vacant and the employee vacating the position shall bid for a subsequently open position. If an employee bids on and is awarded a lateral transfer, the employee may return to their previous position within five (5) days of the transfer. The position that the employee bids from will be posted on the sixth (6th) day following the original transfer.

(c) Newly created positions or vacancies are to be posted in the following manner: the type of work; the place of work; the starting date; the rate of pay; the hours worked; and the classification.

(d) Any employee temporarily transferred from their classification to another classification within the bargaining unit shall be paid either the rate of the position from which they are transferred or the rate of the position to which they are transferred, whichever is higher. Senior employees will be considered when temporary transfers are necessary.

(e) Temporary transfers shall be for a period of no longer than thirty (30) calendar days, except in the event that it is mutually agreeable between the Union and the Director of Operations.

(f) At the request of the employee, the Employer shall notify vacationing employees of vacancies by mail or at an employee designated telephone number.

ARTICLE XIII

NEW JOBS

(a) When new jobs are placed in operation during the term of this Agreement and they cannot be properly placed into an existing classification by mutual agreement between the parties, the Employer shall place into effect a new classification and a rate of pay for the job in question and shall designate the classification and pay rate as temporary. The Employer shall notify the Union in writing of any such temporary job which has been placed into effect upon the institution of such job.

(b) The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During the thirty (30) calendar day time period, but not thereafter during the life of the Agreement, the Union may request in writing the Employer to negotiate the classification and pay rate. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee first (1st) began working in the temporary classification except as otherwise mutually agreed. In a case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to the Grievance Procedure. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations during the specified period of time, or as a result of final negotiations or upon resolving the matter through the Grievance Procedure, the new classification shall be added to and become a part of Schedule A of the Agreement.

ARTICLE XIV

DISCIPLINE DISCHARGE

(a) Dismissal, suspension and/or other disciplinary action shall be only for just and stated causes with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension or other disciplinary action shall be sent to the employee and the Union. When the Employer feels disciplinary action is warranted, such action must be taken within five (5) working days of the occurrence of the condition giving rise to the action or within five (5) working days of the date that it is reasonable to assume that the Employer first (1st) became fully aware of the conditions giving rise to the discipline. Among the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are the following: drunkenness, dishonesty, insubordination.

Discipline shall be progressive on the part of the Employer and shall be implemented using the following guidelines:

- STEP ONE (1): Verbal warning.
- STEP TWO (2): Written warning and probationary period.
- STEP THREE (3): Three (3) days off without pay and a written disciplinary notice will be provided to the employee.

STEP FOUR (4): Five (5) days off without pay and a written disciplinary notice will be provided to the employee. Notification shall also be provided at this time that any further disciplinary notices (written or verbal) may result in termination of employment.

STEP FIVE (5): Termination.

STEP ONE (1) remains on file for six (6) months if no further disciplinary action is taken.

STEP TWO (2) through STEP FOUR (4) remain on file for one (1) year if no further disciplinary action is taken.

Among the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are the following: drunkenness, dishonesty, insubordination; and for which the records will be retained in the personnel file for two (2) years.

ARTICLE XV

LEAVE OF ABSENCE

(a) An employee who, because of illness or accident which is non-compensable under Worker's Compensation Law, is physically unable to report for work, shall be given an unpaid leave of absence not to exceed one (1) year without pay and without loss of seniority for the duration of such disability, provided the employee promptly notifies the Employer of the necessity therefore and provided further the employee supplies the Employer with a certificate from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when same is requested by the Employer and a leave of absence may be extended beyond this specified time period by mutual consent of the parties.

(b) Leaves of absence without pay and without loss of seniority, shall be granted for reasonable periods, not to exceed one (1) year of time for physical or mental illness, prolonged serious illness in the immediate family, which includes husband, wife, children or parents.

(c) Leaves of absence without pay and without loss of seniority, shall be granted for reasonable periods of time for training related to an employee's regular duties in an approved educational institution.

(d) An employee shall be granted a pregnancy leave of absence without pay, and in such case the employee shall immediately notify the Employer of the pregnancy. The Employer may then request periodic verification of the health of the employee in relation to the performance of the employee's normal job duties. When the medical verification of the physician would not allow the employee to continue in her normal job function because of such pregnancy, the employee shall then be granted a leave of absence for the duration of the pregnancy, with all job and recall rights.

(e) The reinstatement rights of any employee who enters the military service of the United States by reason of an Act or law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.

(f) Leaves of absence without pay and without loss of seniority will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations provided such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.

(g) Any employee in the bargaining unit elected or appointed to full-time position or office in the Union whose duties require their absence from work, shall be granted a leave of absence, without pay, for the term of office or position and the employee shall accumulate seniority during their term of office or position, and at the end of such term shall be entitled to resume their regular seniority status and all job and recall rights.

(h) All reasons for leave of absence shall be sent to the Business Representative and Union Steward. Should an employee fail to return or extend a leave at the expiration date they will be considered terminated. Leaves may be granted at the discretion of the Employer for reasons other than those listed when they are deemed beneficial to the Employer.

ARTICLE XVI
GRIEVANCE PROCEDURE

Definitions:

(a) A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of the expressed terms of this Agreement.

(b) The time elements in the Steps can be shortened or extended upon mutual agreement between the Employer and the Business Representative of the Union.

(c) For the purpose of the Grievance Procedure, working days shall be defined as those days the Director of Operations is available to accept the grievance.

(d) Any employee or Union grievance not presented for disposition through the Grievance Procedure within ten (10) working days of the occurrence of the condition giving rise to the grievance, or within ten (10) working days of the date it is reasonable to assume that the employee first (1st) became aware of the conditions giving rise to the grievance, unless the circumstances made it impossible for the employee or the Union as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.

STEP ONE.

(a) An employee having a grievance shall discuss the grievance with the Director of Operations, and the Chief Steward shall be present upon the employee so requesting.

(b) The Chief Steward then may submit the grievance in writing to the Director of Operations stating the remedy or correction requested, plus the facts upon which the grievance is based and the alleged Contract violations. The employee and the Chief Steward shall sign the grievance.

STEP TWO.

(a) The Director of Operations shall give his decision in writing relative to the grievance within ten (10) working days of his meeting with the Steward.

STEP THREE.

(a) An appeal of a decision rendered by the Director of Operations shall be presented to the Superintendent of Schools, or his designated representative, within five (5) working days and the Superintendent or his designated representative shall meet with a Business Representative of the Union at a time mutually agreeable to them. The appeal shall be in writing and state the reason or reasons why the decision of the Director of Operations was not satisfactory.

(b) The Superintendent of Schools or his designated representative shall give his decision in writing relative to the grievance within five (5) working days of the meeting with the Business Representative of the Union.

STEP FOUR. ARBITRATION

(a) Any unresolved grievance which related to the interpretation, application or enforcement of a provision of this Agreement or any written supplementary agreement and which has been fully processed through the last Step of the Grievance Procedure may be submitted to binding arbitration by either party in strict accordance with the following: Arbitration shall be invoked within ten (10) working days of the decision in Step Four (4) by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon an arbitrator within seven (7) working days of such notice, the party desiring arbitration shall refer the matter to the American Arbitration Association and determination of the dispute in accordance with all applicable rules of the American Arbitration Association except where expressly provided otherwise in this Agreement.

(b) The arbitrator, the Union or the Employer may call any employee as a witness in any arbitration hearing.

(c) Each party shall be responsible for the expenses of the witnesses that they may call.

(d) The arbitrator shall have no power to rule on any matter not involving an alleged violation of specific provisions of this Agreement, or any matter not involving an alleged violation of a rule or policy of the Board.

(e) The arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute his discretion for that of any of the parties hereto.

(f) The decision of the arbitrator shall be final, conclusive, binding upon the Employer, the employees and the Union.

(g) The cost for the services of the arbitrator, including per diem expenses, shall be borne by the non-prevailing party.

ARTICLE XVII

HOURS AND WORK WEEK

Section 1. Work Week and Work Day

(a) The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 a.m. Monday and ending one hundred twenty-six and one-half (126-1/2) hours thereafter. With the exception of the lunch run driver, who will be assigned other bargaining unit duties during the summer months, the normal work year for all employees shall be twelve (12) months, July 1st through June 30th.

(b) The normal work day for full-time employees shall be eight (8) consecutive hours, exclusive of the unpaid lunch period.

(c) No employee will be expected or required to work Saturday or Sunday as a part of their normal work week except when mutually agreeable to the parties.

Section 2. Overtime Rates Will Be Paid as Follows:

(a) Time and one-half (1 1/2) will be paid for all time worked in excess of forty (40) hours in one (1) work week, for which overtime has not already been earned, if prior approval has been obtained from the Director of Operations or Superintendent of Schools or his designated representative.

(b) Double time (2X) will be paid for all hours worked on Sunday.

(c) Paid time shall be considered as time worked.

Section 3. Call Back

If authorized by the Director of Operations or his designee, whenever an employee is called back to work after the completion of, or prior to the start of the employee's regularly scheduled working hours, the employee shall receive pay for the actual time worked at the appropriate rate of pay, or a minimum of four (4) hours pay at the employee's straight time hourly rate, whichever is greater.

Section 4. Reporting Pay

Any employee called to work or permitted to come to work without being notified by the Employer that there will be no work, shall receive four (4) hours pay at the appropriate rate of pay, or in the event that the employee is regularly scheduled to work less than four (4) hours per day, that employee shall receive their regular daily rate of pay.

Section 5. Distribution of Overtime

Overtime shall be divided equally as possible within the building according to seniority and among those employees who regularly perform such work provided they are qualified and willing to perform such work.

Section 6. Emergency Call-in on Sundays and Holidays

Emergency call-in time on Sundays and holidays will be paid at double (2X) the employee's regular hourly rate, with a two (2) hour minimum. Emergency call-in is defined as time working within the employee's regular classification. This clause does not pertain to scheduled overtime.

Section 7. Rest Periods

All employees covered by this Agreement shall receive one (1) fifteen (15) minute rest period during the first (1st) four (4) hours worked; and one (1) fifteen (15) minute rest period during the second (2nd) four (4) hours worked per day.

Section 8. Driving Own Automobile Reimbursement

Unit members driving their own automobiles with the authorization of the Director of Operations in the performance of their responsibilities shall be reimbursed at the Board of Education adopted rate per mile.

ARTICLE XVIII

PAID LEAVE

Section 1. Paid Leave

(a) Each employee covered by this Agreement will be credited with one (1) paid leave day for each month worked, with such days to be placed in a single sick bank with a maximum accumulation of one hundred eighty (180) days. Prior proper notification shall be given by the employee and prior approval must be obtained by the employee except in cases of illness, funeral or emergency.

(b) Records of paid leave accumulated and taken shall be available to the employee or the Union upon request.

(c) If an employee is unable to report on inclement weather they shall be able to deduct a day from their personal leave bank or their vacation bank. If an employee arrives after their regular starting time they may work the time missed without causing an overtime situation. In cases of extreme emergencies the Employer may excuse employees on snow days without loss of pay or loss of leave days.

Section 2. Funeral Leave

All Employees covered by this Agreement shall be granted up to three (3) working days off with pay for a death in the immediate family, not deductible from the employee's allowable paid leave. The immediate family shall be defined to mean (1) of the following: husband, wife, children, parents, brother and sister, grandparents, grandchildren, mother-in-law, father-in-law and guardian. Additional time may be granted and such additional time shall be deducted from the employee's allowable paid leave bank.

ARTICLE XIX

HOLIDAYS

(a) The Employer will pay the normal day's wages for the following holidays for all of the employees covered by this Agreement, even though no work is performed by the employee:

New Year's Eve Day
New Year's Day
Memorial Day
July Fourth
Labor Day

Thanksgiving Day
Friday following Thanksgiving Day
Christmas Eve Day
Christmas Day
Good Friday

(b) The employee shall have one (1) additional day off with pay for their birthday which shall be taken at a convenient time as agreed upon by the employee. If the birthday shall fall upon a weekend, or another scheduled holiday, the employee may receive an additional day's pay in lieu of a day off at the option of the Employer.

(c) Employees required to work on any of the above named holidays shall receive double time (2X) for hours worked in addition to their regular holiday pay.

(d) If an employee is on vacation on any of the above named holidays, he shall be entitled to an additional day off with pay for the holiday or shall receive his normal day's pay for the holiday.

(e) Employees off sick on the holiday or the day before or after the holiday may be required to submit medical proof of illness to receive holiday pay.

(f) When the scheduled holiday falls on Saturday the employees shall receive the Friday prior to the holiday off with pay; if the scheduled holiday falls on a Sunday, the employees receive the Monday after the holiday off with pay. In the event that either the Friday prior to the holiday or the Monday after the holiday would be a school session day, the Employer shall either pay the employees on the holiday pay or grant a day off to the employee for the holiday on a date that is mutually agreeable to the employee and the Employer.

ARTICLE XX

INSURANCE BENEFITS

Section 1. Hospitalization Insurance

The Employer shall pay the total cost of the Blue Cross-Blue Shield MVF-II (Plan A) with the pre-determination rider and \$3.00 co-pay on the prescription coverage for all full-time employees (forty [40] hours per week) and shall pay the additional cost for those employees who carry such insurance for their dependents. Hospitalization benefits will be paid for sixty (60) days following exhaustion of sick benefits.

Section 2. Life Insurance

Each full-time permanent employee covered by this Agreement shall be provided with a fully paid group life insurance policy in the amount of \$10,000.00.

Section 3. Health Insurance

In the event that an employee is either not eligible, or elects not to enroll in the hospitalization insurance coverage as provided under Section One (1) of this Article, that employee will be given the single subscriber premium Blue Cross rate per month to apply to Messa Options and/or Tax Sheltered Annuity.

Section 4. Dental Insurance

The Employer shall pay the full cost of the Delta Dental Insurance 80-20(%) for the full-time permanent employee and the employee's dependents.

Section 5. Vision Insurance

The Michigan AFL-CIO Public Employees Trust Three (3) Star Vision Plan will be added on July 1, 1991.

ARTICLE XXI

VACATIONS

(a) All employees covered by this Agreement shall receive the following vacation days, with pay, based on the below schedule starting July 1st. Vacation will follow July 1 > June 30.

January 1979	>	June 30, 1980	=	5 days
July 1, 1980	>	June 30, 1981	=	10 days-completed 18 months
July 1, 1981	>	June 30, 1982	=	10 days
July 1, 1982	>	June 30, 1983	=	10 days
July 1, 1983	>	June 30, 1984	=	10 days
July 1, 1984	>	June 30, 1985	=	15 days
July 1, 1989	>	June 30, 1990	=	20 days

(b) To be eligible for a full vacation an employee must have worked eighty percent (80%) of his regularly scheduled working hours. An employee who works less than eighty percent (80%) of his regularly scheduled working hours shall receive prorated vacation based on the hours the employee works for the Employer.

(c) Employees terminating employment or on a leave of absence shall receive prorated vacation allowance based on one-twelfth (1/12) of the vacation pay for each month or major fraction thereof between his anniversary date and his termination date providing the employee completes the school year, except in case of retirement or permanent disability.

ARTICLE XXII

BENEFITS

Section 1.

It is agreed between the parties that in the event that an employee works less than the established hours in his classification (forty [40] hours per week), and is covered by this Agreement, the employee shall be entitled to a prorated portion of sick leave days, holidays and vacation days.

Section 2.

The insurance coverage provided through this Agreement is subject to the rules and regulations of the insurance carriers.

ARTICLE XXIII

JURY DUTY

Employees requested to appear for jury qualification or service shall receive their pay from the Employer for such time lost as a result of such appearance or service, less any compensation received for such jury service.

ARTICLE XXIV

UNIFORMS

The Employer shall pay the full cost of five (5) uniforms per year for all of the Maintenance employees, Groundskeepers and the Pool employees.

ARTICLE XXV**CLASSIFICATION AND COMPENSATION**

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classifications as set forth on Schedule A attached and made a party hereof by reference.

ARTICLE XXVI**BINDING EFFECTIVE AGREEMENT**

This Agreement shall be binding upon the parties hereto, their successors and assigns.

ARTICLE XVII**SCOPE, WAIVER AND ALTERATION OF AGREEMENT****Section 1.**

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Employer unless executed in writing between the parties hereto and the same has been ratified by the Union.

Section 2.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

Section 3.

If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and Supplements shall not be effected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXVIII**TERMINATION AND MODIFICATION**

(a) This Agreement shall continue in full force and effect until **June 30, 1992**.

(b) If either party desires to terminate this Agreement it shall, ninety (90) calendar days prior to the termination date, give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter, subject to notice of termination by either party on ninety (90) calendar days written notice prior to the current year of termination.

(c) If either party desires to modify or change this Agreement, it shall, ninety (90) days prior to the termination date or any subsequent termination date, give written notice of amendment in which event the notice shall set forth the nature of the amendment or amendments desired. If notice of amendment has been given in accordance with the provisions of this paragraph, on or after its termination date, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(d) Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed to the Union, International Union of Operating Engineers, Local #547, AFL-CIO, 24270 West Seven Mile Road, Detroit, Michigan 48219, and if to the Employer, addressed to the Brighton Area Schools, 4740 Bauer Road, Brighton, Michigan 48116.

(e) The effective date of this Agreement is **July 1, 1989**.

IN WITNESS WHEREOF:
instrument to be executed.

the parties hereto have caused this

BRIGHTON AREA SCHOOLS

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 547, AFL-CIO**

Sally Conklin
President

Peter Bellows
Business Manager

David J. Kelly
Secretary

Robert J. Jones
President

D. Mike Williams
Board Head Negotiator

Jennifer L. Trudeau
Recording/Corresponding
Secretary

January 9, 1990
Date

January 9, 1990
Date

<u>Classification</u>	<u>WAGES</u>			
	<u>1988-89</u>	<u>89-90</u> 6.4%	<u>90-91</u> 6.9%	<u>91-92</u> 7%
Maintenance	\$9.69 \$.62	\$10.31 \$.71	\$11.02 \$.77	\$11.79
Custodian	8.97 .57	9.54 .66	10.20 .71	10.91
Goundskeeper	8.97 .51	9.54 .66	10.20 .71	10.91
Head Custodian	9.34 .60	9.94 .69	10.63 .74	11.37
Shift Leader Maintenance	10.21 .65	10.86 .75	11.61 .81	12.42
Shift Leader Custodian	9.49 .61	10.10 .70	10.80 .76	11.56

ALL WAGE INCREASES ARE RETROACTIVE TO JULY 1, 1989

JOB DESCRIPTIONS

GENERAL BUILDING HEAD CUSTODIAN

Responsibilities:

The Head Custodian is responsible for the condition of all stationary and movable equipment, the building and the site. His general duties will center around specific areas but will be flexible enough so that he can be ready for and meet minor emergencies.

- A. Fire Safety.
- B. Proper operation of service systems - including ventilating, lighting, water and sewage.
- C. Sanitation throughout the school plant.
- D. General safety, comfort and health of the teachers and pupils.
- E. Condition of the site and building and state of repair of same, including its apparatus and equipment.
- F. Cleanliness of the building and orderliness of all apparatus and equipment.
- G. Proper storage of all materials.
- H. Prevention of damage by water and/or abuse.
- I. Keep records, schedules, etc., pertaining to his job.

General Duties:

The Head Custodian is under the direction of the Director of Operations, and immediate direction of the Supervisor of Custodians and the local direction of the Principal of the building.

Specific Duties:

1. The first duty of a Head Custodian is to himself, his personal appearance, to be courteous and cheerful at all times with your fellow workers, teachers, pupils and parents.

2. He shall see that the building and grounds are at all times maintained in a satisfactory and safe condition for school use.
3. He will have general supervision of the custodial staff, assist and be directly responsible for the care, protection, and the preservation of the school plant, contents, and the ground connected to the plant.
4. During vacation times, or whenever no night personnel are on duty it will still be the responsibility of the Head Custodian to see that the plant is secure at all times.
5. Prepare and insure proper function of work schedules, reports, etc.
6. He shall be responsible for all damage reports as pertains to the school property such as buildings, fences, grounds, or contents of building.
7. Remains on the school premises during school hours, and during non-school hours when the use of the building has been authorized and his attendance required.
8. He is responsible for and is expected to execute a fair share of the general housekeeping assignments.

The Head Custodian must have a good working knowledge of the following subjects concerning housekeeping, maintenance and public relations.

A. The Building

1. Location of electrical panels, fuses, lights, fan ventilators, exit lights and fire alarm switches.
2. Location of waterline, gas valves, boiler controls and fire extinguishers.
3. Knowledge of and kinds of proper fuses and the replacement and resetting of circuit breakers.
4. Procedure in case of fire, bomb attack, boiler emergencies, pupil sickness and tornado warning, alerts and actual tornadoes.

B. Housekeeping

1. Proper cleaning of classroom, office, corridor, toilets, locker and shower rooms, swimming pool and gymnasium.

2. Proper products to use in cleaning all the various building materials.
3. Proper procedures to follow in mopping, sweeping, dusting, floor finishing and window washing.
4. Proper use of cleaning implements and machines.

C. **Maintenance**

1. The maintenance department will take care of all major repairs.
2. The Head Custodian is to be trained to make minor repairs.
3. To perform such other duties as assigned by the Director of Operations.

CUSTODIAN

Qualifications:

1. Demonstrated aptitude for successful fulfillment of assigned performance responsibilities.
2. Demonstrated record of good attendance.
3. Ability to operate and maintain floor machine scrubbers, vacuums, and other janitorial accessories.
4. Capable of accepting supervision and promptly carry out orders and follow instructions.
5. Work from ladders and scaffolding.

Reports To:

Head Custodian or Shift Leader.

Job Goal:

To provide students and staff with a safe, clean, attractive and efficient school system.

Responsibilities:

1. Stock rest room supplies.
2. Spot wash walls to remove such items as splash marks around sinks and fingerprints.
3. Keeps building and premises, including sidewalks, driveways, and play areas neat and clean at all times.
4. Shovels and/or sands walks and steps, as appropriate.
5. Check daily to insure that all exit doors are open and all panic bolts are working properly during the hours of the building occupancy.
6. Raises and lowers the United States flag as required.
7. Sweeps classrooms daily and dusts furniture.
8. Cleans corridors after school each day, and during the day when their condition requires it.

9. Scrubs, hoses down, and disinfects toilet floors daily, and cleans all sanitary fixtures and drinking fountains daily.
10. Washes all windows on both the inside and outside at least twice each year, and more frequently if necessary.
11. Keeps the grounds free from rubbish.
12. Keeps all floors in a clean and attractive condition and in a good state of preservation.
13. Makes such minor building repairs as they are capable of.
14. Cleans all chalkboards at least once a week.
15. Reports major repairs needed and any damage promptly to the Head Custodian or Shift Leader.
16. Remains on the school premises during school hours, and during non-school hours when the use of the building has been authorized and his attendance required.
17. Assumes responsibility for the opening and closing of the building each school day and for determining, before leaving, that all doors and windows are secured, and all lights, except those left on for safety reasons, are turned off.
18. Moves furniture and equipment within buildings as required for various activities and as directed.
19. Clean mirrors and glass.
20. Empty all office and classroom wastepaper baskets and dispose of trash.
21. Replace incandescent and fluorescent lights.
22. Perform other related functions as required.
23. To perform such other duties as assigned by the Director of Operations.

CUSTODIAL LEADER

Responsibilities:

In the performance of his duties, the Custodial Leader is directly responsible to the Head Custodian.

General Duties:

To direct the custodial care of the building of the Brighton Area School District.

Specific Duties:

1. To assign work and direct the operational procedures of the custodial employees.
2. To supply the necessary materials and equipment to the custodial staff.
3. To assist and maintain the building at the high level of cleanliness and sanitation.
4. To train new employees in the methods and procedures applicable to their positions.
5. To make periodic inspections of all facilities to determine the areas in which custodian methods and procedures can be improved.
6. To promote loyalty and to develop pride in a job well done among the custodial employees.
7. To make minor repairs to equipment, furniture, etc.
8. To cooperate with the school staff in the performance of duties involving the physical plant.
9. Maintain safety and security of the school building.
10. To perform such other duties as assigned by the Head Custodian.
11. To perform such other duties as assigned by the Director of Operations.

MAINTENANCE LEADER

Responsibilities:

In the performance of his duties, the Maintenance Leader is directly responsible to the Director of Operations.

General Duties:

To direct the maintenance and repair of all those duties assigned which will contribute to the high level of physical operation of the Brighton Area School District and school properties.

Specific Duties:

1. To assign work and direct the operational procedures of the maintenance employees.
2. To assist in the accomplishment of repairs of minor, major and emergency repairs.
3. To instruct maintenance employees in the performance of their duties.
4. To assist in repairs to and/or revamping of buildings and grounds.
5. To assist in the installation and maintenance of playground equipment.
6. Transportation and delivery of furniture and supplies.
7. Assist in the care and maintenance of athletic fields.
8. To make periodic inspections of all mechanical equipment and make recommendations to the Director of Operations.
9. To perform such other duties as assigned by the Director of Operations.

MAINTENANCE

Qualifications:

Should have a working knowledge of building maintenance repair, including ventilating, heating, lighting, hardware, water and sewage.

Responsibilities:

The Maintenance person is under the direction of the Director of Operations and the immediate direction of the Maintenance Leader.

General Duties:

To do maintenance repair and all those duties assigned which will contribute to a high level of physical operations of the Brighton Area School District's schools and properties.

Specific Duties:

1. To make minor and major maintenance repairs regarding the building structure, plumbing, electrical, hardware, heating and ventilating, furniture, painting, constructing and remodeling.
2. To be able to handle the operation and general maintenance of all building equipment.
3. To perform such other duties as assigned by the Director of Operations.

GROUNDS MAINTENANCE

Qualifications:

Must be able to operate special equipment pertaining to the position.

Responsibilities:

The Grounds Maintenance person is under the direction of the Director of Operations and the immediate direction of the Maintenance Leader.

General Duties:

To care for and maintain the grounds of all school properties within the district.

Specific Duties:

1. He shall be responsible for mowing, fertilizing and seeding at all schools.
2. He shall be responsible for sweeping and removing snow from all school drives, parking lots and sidewalks.
3. He shall be responsible for the care of all shrubs, flowers and trees on school sites.
4. He shall be responsible for general maintenance of all grounds within the district.
5. He shall be responsible for delivery of supplies to all buildings in the district.
6. He shall be responsible for maintaining all athletic fields and areas of interscholastic and intra-mural athletics.
7. He shall be responsible for miscellaneous duties assigned from time to time by the Maintenance Leader.
8. To perform such other duties as assigned by the Director of Operations.

ADDENDUM**TOBACCO FREE ENVIRONMENT**

The Maintenance and Custodial Unit will abide by the Brighton School Policy of a Tobacco Free Environment effective January 1, 1990. The school will reimburse each employee up to sixty dollars (\$60.00) upon completion of a stop smoking session.

