

6/30/92

**AGREEMENT**

between

**BRIGHTON AREA SCHOOLS**

and

**THE INTERNATIONAL UNION OF OPERATING  
ENGINEERS**

**LOCAL 547 - A, B, C, E, H - AFL-CIO**

**Media Technicians/Hall Monitors/  
Special Education Program Assistants**

**July 1, 1989 - June 30, 1992**

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

*Brighton Area Schools*

**AGREEMENT**

between

**BRIGHTON AREA SCHOOLS  
BOARD OF EDUCATION**

and

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 547 - A, B, C, E, H - AFL-CIO**

**Media Technicians  
Hall Monitors  
Special Education Program Assistants**

**July 1, 1989 - June 30, 1992**

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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**

**WORK PHILOSOPHY**

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

The parties to this Agreement, believing that professional behavior by all who serve the district is of the highest priority, subscribe to the following code of ethical behavior.

In the course of conducting school business and other related activities, the employee has the right to be treated in a courteous, respectful manner. The employee has the duty to treat students, parents, other visitors and fellow employees in a courteous, respectful manner.

The employee has the right to know the proper communication channels. The employee has the duty to follow the prescribed channels of communication.

The employee has the right to be informed by their immediate supervisor of all matters that are pertinent to the performance of their duties and to be a member of the school team. The employee has the duty to maintain the confidentiality of such information and, if uncertain whether information is confidential or not, to ask for clarification from their supervisor. It is important that all information related to the district be handled in a prudent manner in the proper forum.



**ARTICLE II****UNION RECOGNITION, AGENCY SHOP, CHECK-OFF****Section 1. Union Recognition.**

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

(b) The term "employee" as used herein shall include all Media Technicians II, Hall Monitors, and Special Education Program Assistants who are regularly scheduled to work twenty (20) or more hours in a week, excluding supervisors and all other employees of the Board.

**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 thirty (30) calendar days of the effective date of this Agreement, or within thirty (30) calendar days of their date of hire by the Board, whichever is later, become members, or in the alternative, shall, within thirty (30) calendar days of their date of hire by the Board, as a condition of employment, pay to the Union a service charge in an amount equal to the regular monthly dues uniformly required of employees of the Board who are members.

(b) An employee shall 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 Board within thirty (30) calendar days after receipt of written notice of such default is delivered to the Board by the Union.

(d) If any provision of this Article is deemed 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 fee.

(g) The Union shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon claims by the Union that an employee must be discharged because the employee has not complied with the conditions of this Section.

**Section 3. Check-Off.**

(a) The Board shall deduct the initiation fee and Union dues or Service Fees from each employee's pay and transmit the total deductions to the Financial Secretary of the Union on or before the fifteenth (15th) day of each month, following that month in which said deductions were made, together with a listing of each employee, the employee's Social Security Number, and the amount that is deducted each month. Provided, however, that the employee shall have signed an authorization card which authorizes such deductions to be made from the employee's pay, and provided further that the Union submits such authorization card to the Board Offices.

(b) Such monies, as and when deducted, shall be kept separate from the Board's general funds, shall be deemed trust funds, and shall be forwarded to the Union forthwith.

**ARTICLE III**

**NON-DISCRIMINATION**

The Board 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 this area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, sex, age, or national origin.

#### ARTICLE IV

##### VISITATION

Upon request by the Union, and the presentation of proper credentials, Officers, or accredited Representatives of the Union shall be admitted onto the Board's premises during working hours provided that said visitations shall not disrupt orderly operations.

#### ARTICLE V

##### STEWARDS

(a) The employees will be represented by a Chief and an Alternate Steward.

(b) Reasonable arrangements may be made to allow the Chief and/or Alternate Stewards time off with pay for the purpose of investigating and receiving grievances, and to attend grievance and negotiating meetings, upon arrangements being made with the Assistant Superintendent for Personnel and Pupil Services.

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

(d) The Board shall mail the Union the following written information within a newly hired employee's first (1st) week of employment: name, date of hire, address, Social Security Number, classification and job location or assignment.

#### ARTICLE VI

##### 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 employees' 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 the 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.
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 VII**

### **SAFETY**

The Board will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their places of work in accordance with the provisions of the Occupational Safety and Health Act, State and Local Regulations.

## **ARTICLE VIII**

### **JURISDICTION AND CONTRACTING**

(a) Persons not covered by the terms of this Agreement may perform work covered by this Agreement only for the purposes of instructional training, experimentation, cases of emergency and substitution.

(b) The right of contracting or subcontracting is vested in the Board. 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 the force as is now in effect, nor in the event of the extension of service shall contracting or subcontracting be used to avoid the performance of work covered under this Agreement.

## ARTICLE IX

### SENIORITY

(a) A newly hired employee shall be on a probationary status for sixty (60) working days, taken from and including the first (1st) day of employment. If at any time prior to the completion of the sixty (60) working days, the employee's work is deemed unsatisfactory, the employee may be dismissed by the Board without appeal by the Union. Probation periods, for the purpose of this Article, will only include days that the employee would normally be scheduled to work.

(b) Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to the first (1st) day of regular employment with the seniority date to be adjusted for the number of days not worked during the probationary period.

(c) An employee will lose seniority rights for the following reasons:

1. The employee resigns.
2. The employee is discharged.
3. The employee retires.
4. The employee is absent for more than one (1) working day without proper notification to the Employer, unless the employee can furnish documentation as to why he/she was unable to notify the Employer.

(d) An updated seniority list shall be furnished to each employee covered by this Agreement by the Union, on or before October 1st of each year. The updated list will be provided by the Employer to the Steward in a sufficient quantity to cover the membership. Such list shall contain the employees' names, dates of hire, classification and seniority dates.

(e) Employees shall be laid off and recalled according to seniority in their classification. An employee on scheduled lay-off shall have the right to exercise their seniority and displace the least senior employee, provided they are qualified in the position that they bump to.

(f) Seniority shall be retained for any employee who transfers to either a confidential or supervisory position outside of the bargaining unit within the school district, with that employee having the right to exercise the seniority that they had accumulated while they were a member of the bargaining unit, in the event that the employee vacates their position outside of the bargaining unit, and returns to the bargaining unit.

(g) Seniority shall be based on length of continuous service in any one (1) or more of the classifications of the bargaining unit.

(h) In the event that the Board would determine to reduce the existing hours of any employees covered by this Agreement, such reduction shall be applied on the basis of the provisions of (e) above. An employee whose hours are reduced shall have the right to exercise their seniority rights and displace the least senior employee, provided they are qualified for the position.

## ARTICLE X

### PROMOTIONS AND TRANSFERS

#### Sections 1. Vacancies and Newly Created Positions.

(a) Notice of all vacancies and newly created positions which occur when school is in session shall be posted in each building at a place to be agreed upon by the Union and the Employer within one (1) pay period from the date of the vacancy, or the establishment of the new position, and the employees shall be given five (5) working days time in which to make application to fill the vacancy or new position.

(b) In the event that a vacancy occurs, or a new position is established, when school is not in session, the Board shall notify the Chief Steward and Alternate Steward, in writing, of all such vacancies or newly created positions as specified under paragraph (a) of this Article.

(c) The new or vacant position notice shall contain the following information:

1. Type of work.
2. Classification.
3. Job location.
4. Starting date.
5. Hours to be worked.
6. Rate of pay.

(d) The senior employee making application shall be transferred to fill the vacancy or newly created position, provided that the employee has the necessary qualifications to perform the duties of the job involved.

**Section 2. Probationary Period - Vacancies.**

A transferred or promoted employee shall serve a probationary period of twenty (20) working days. During this twenty (20) working days probationary period, the employee may request to be returned to their former position, and the Board shall honor such request, or in the event that the employee's work performance is deemed unsatisfactory to the Board, the Board shall have the right to return the employee to their former position. The affected employee shall have the right to meet with the building supervisor and discuss the reason or reasons why they are being returned to their former position. The affected employee shall also have the right to request that the Union Representative, Union Steward and/or the Assistant Superintendent for Personnel and Pupil Services be present at this meeting and additionally, shall have recourse to the Superintendent. During the time period that the employee is serving the twenty (20) working days probationary period, the Board shall have the right to fill that employee's former position with a substitute employee. This Section is specifically not subject to the Grievance Procedure.

**Section 3. Temporary Transfers.**

(a) 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 the employee is transferred, or the rate of the position to which the employee is transferred, whichever is higher.

(b) Temporary transfers shall be for a period of no longer than thirty (30) calendar days, except in the event that both parties mutually agree to an extension of the thirty (30) calendar day time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the thirty (30) calendar day time period, the position shall then be considered to be vacant and posted for bidding from interested employees.

## ARTICLE XI

### NEW JOBS

(a) The Board shall notify the Union in writing, when new or revised job duties are required during the term of this Agreement. In the event they cannot be properly placed into an existing classification by mutual agreement between the parties, the Board shall place into effect a new classification and a rate of pay for the job in question, and the Board shall designate the classification and pay rate as temporary. The Board 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 this thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Union may request in writing the Board to negotiate the classification and rate of pay. 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 case where the parties are unable to agree on the classification and/or rate of pay, the issue may be subject to the Grievance Procedure but the arbitrator shall not have the right to establish a rate different than the one proposed by either the Board or the Union. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, or upon resolving the matter through arbitration, the new classification shall be added to and become a part of Schedule A of this Agreement.



**ARTICLE XII****DISCIPLINE DISCHARGE**

Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes. All actions taken by the Board under this Article shall be furnished to the affected employee or employees in writing, with a copy sent to the Chief Steward, and a copy sent to the Union. The employee shall have the right to defend themselves against any and all charges. When the Board feels disciplinary action is warranted, such action must be initiated within five (5) working days of the date that it is reasonable to assume that the Board 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 shall include but shall not be limited to the following: drunkenness, dishonesty, insubordination, or violation of agreed upon Board rules. A three (3) day absence without proper notification shall also be deemed sufficient cause for dismissal.

**ARTICLE XIII****LEAVE OF ABSENCE**

(a) An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report to work, and has exhausted all means of allowable compensation from the Board, shall be granted a leave of absence for the duration of such disability, provided the employee notifies the Board of the necessity therefor, and provided further that the employee supplies the Board with a written statement from their medical or osteopathic doctor of the necessity and length of time for such leave when the same is requested by the Board.

(b) Leaves of absence shall be granted for physical or mental illness, prolonged serious illness in the employee's immediate family, which includes husband, wife, children, or parents of the employee.

(c) Leaves of absence shall be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution.

(d) 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.

(e) Leaves of absence 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, or in the event that the employees are ordered to active duty for the purpose of handling civil disorders or other emergencies, provided such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.

(f) Any employee in the bargaining unit who is either elected or appointed to full-time office or position in the Union, whose duties require their absence from work shall be granted a leave of absence for the term of such full-time position or office in the Union.

(g) All reasons for leaves of absence shall be in writing, stating the reason for the request and the approximate length of leave requested, with a copy of the request to be maintained by the Board, a copy furnished to the employee, and a copy sent to the Union.

(h) An employee who meets all the requirements as hereinbefore specified shall be granted a leave of absence without pay, and shall retain seniority during the leave of absence. An employee on leave of absence shall retain their job position while on leave of absence and all job and recall rights. Leaves of absence may be granted at the discretion of the Board for reasons other than those listed in this Article when they are deemed beneficial to the employee and/or the Board.

**ARTICLE XIV**  
**GRIEVANCE PROCEDURE**

**Section 1. Definitions.**

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

(b) For the purpose of processing grievances, working days shall be defined as Monday through Friday, on any day in which the employee is scheduled to work, excluding all paid holidays.

(c) The time elements in the Steps may be shortened, extended or waived upon mutual agreement between the parties.

(d) A grievance concerning alleged safety hazards may be processed directly to Step Three (3) of the Grievance Procedure, upon the employee having orally discussed the grievance with their immediate supervisor.

(e) Any employee or Union grievance not presented for disposition through the Grievance Procedure within five (5) working days of the occurrence of the condition giving rise to the grievance, or within five (5) working days of the date that it is reasonable to assume that the employee or the Union, as the case may be, first (1st) became fully 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.

**Section 2. Procedure.**

The purpose of this Procedure is to secure, at the lowest possible administrative level, resolution of filed grievances which may arise. Details of grievance proceedings shall be kept confidential.

In case new information comes to light subsequent to the completion of any Step in the Grievance Procedure, the grievance shall revert to the preceding Step where such information would have been pertinent had it been known. The new information shall be presented at that Step, and the grievance shall proceed Step by Step according to Procedure.

At any Step, the grievant may be accompanied by a Representative.

**Step One (1).**

(a) Any employee having a grievance shall discuss the grievance with their immediate supervisor, and then if the grievance is not settled orally with their immediate supervisor, the employee may request a meeting with the Chief Steward to discuss the grievance.

(b) The Chief Steward then may submit the grievance in writing to the Assistant Superintendent for Personnel and Pupil Services, stating the remedy or correction requested, plus the facts upon which the grievance is based and the alleged Contract violation, and the relief requested. The employee and the Chief Steward shall sign the grievance and a copy shall be sent to the Building Principal.

**Step Two (2).**

(a) The Chief Steward and the grievant shall meet with the Assistant Superintendent for Personnel and Pupil Services or designated representative to discuss the grievance within five (5) working days of its submission.

(b) The Assistant Superintendent for Personnel and Pupil Services or a designated representative shall give the decision in writing relative to the grievance within five (5) working days of the meeting with the Chief Steward.

**Step Three (3).**

(a) Any appeal of a decision rendered by the Assistant Superintendent for Personnel and Pupil Services or designated representative shall be presented in writing to the Superintendent, by the Union, within five (5) working days from the date of receipt of the answer given by the immediate supervisor, and the Superintendent shall meet with a Business Representative of the Union at a time mutually agreeable to them within twenty (20) working days.

(b) The Superintendent shall give the decision in writing relative to the grievance within ten (10) working days of the date of the meeting with the Business Representative of the Union.

Section Four (4). Arbitration.

Any unresolved grievance which relates 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:

(a) Arbitration shall be invoked within twenty (20) 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 for the selection of an impartial arbitrator and determination of the dispute in accordance with all applicable rules of the American Arbitration Association except where expressly provided otherwise in this Agreement.

1. The arbitrator, the Union or the Employer may call any employee as a witness in any arbitration hearing.
2. Each party shall be responsible for the expenses of the witnesses that they may call.
3. 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.
4. 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 the new Agreement, or to substitute his discretion for that of any of the parties hereto.
5. The decision of the arbitrator shall be final, conclusive, and binding upon the Employer, the employees, and the Union.
6. The cost for the services of the arbitrator, including per diem expenses, shall be borne by the non-prevailing party.



**ARTICLE XV**  
**HOURS AND WORK WEEK**

**Section 1. Work Week and 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 (120) hours thereafter.

(b) The normal work day shall be eight (8) consecutive hours, which shall exclude a duty-free one-half (1/2) hour unpaid lunch period.

(c) Each employee who works less than twelve (12) months shall receive written notice from the Superintendent or his designate as to the date that they are expected to return to work for the coming school year on their last work day.

**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.

(b) Time and one-half (1-1/2) will be paid for all hours worked on Saturday.

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

(d) All time paid for under this Agreement, shall be counted as time worked for the purpose of computing overtime pay.

**Section 3. Distribution of Extra Hours.**

Extra hours shall be divided and rotated as equally as possible according to seniority within the building, and among those employees within that classification who regularly perform that work.

**Section 4. Rest Periods.**

Each employee covered by this Agreement shall be entitled to rest periods during their work day as follows: fifteen (15) minutes per day for twenty (20) hour/week employees with an additional five (5) minutes per day for each additional five (5) hours/week worked, up to a limit of thirty (30) minutes per day for forty (40) hour/week employees.

**Section 5. Call-In Pay.**

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 the pay for the actual time worked at the appropriate rate of pay, or a minimum of two (2) hours pay at the employee's straight time hourly rate, whichever is the greater.

**Section 6. Reporting Pay.**

Any employee called to work or permitted to come to work without being notified by the Board, prior to the time, that there will be no work, shall receive two (2) hours pay at the appropriate rate of pay.

**ARTICLE XVI****SICK LEAVE AND FUNERAL LEAVE****Section 1. Sick Leave.**

(a) Each employee covered by this Agreement will be entitled to sick leave accumulated in a single sick leave bank at the rate of ten (10) days per school year with a seventy-five (75) day limit on the accumulation. An employee who works in the summer months will be given credit for days worked at the rate of one (1) sick day for each major part of the month worked during the summer to a maximum of twelve (12) sick days per year.

(b) Sick leave shall be granted to an employee when they are incapacitated from the performance of their duties by sickness or injury, or for medical, dental, or optical examinations or treatments which cannot be scheduled after school hours. Prior notice of these medical, dental, or optical examinations shall be given to the Building Principal. Sick leave shall also be granted to each employee covered by this Agreement when a member of the employee's immediate family requires the care and attendance of the employee due to illness or injury.

(c) Employees who are unable to perform their duties because of illness or disability, should notify their immediate supervisor of the fact before their work day. In the event that an illness or disability extends beyond the first (1st) work day, the employee and the employee's immediate supervisor may make arrangements as to the frequency of continued notification of the illness or disability.

**Section 2. Funeral Leave.**

(a) If death occurs among members of an employee's immediate family, the employee will be excused from work to attend the funeral without loss of pay for five (5) days. Additional days, to a maximum of five (5), may be approved by the immediate supervisor, if necessary. Funeral leave will not be deducted from the employee's accumulated sick leave bank.

(b) Definition of the immediate family: spouse, children, parents, or close relatives.

(c) During an employee's assigned shift, permission will be granted without loss of pay to a reasonable number of employees in the bargaining unit who wish to be excused from work to attend the funeral of a fellow employee, provided they return to work after the funeral.

**Section 3. Personal Business Days.**

One (1) personal leave day may be granted annually not chargeable to sick leave, to each employee to be used without loss of pay for business that cannot be conducted after work hours, weekends, or during vacations. Personal leave days shall not accumulate from year to year. Requests for personal leave days shall be submitted in writing to the immediate supervisor five (5) days prior to the date said leave is desired and shall contain a statement of the reason for the request. Personal leave shall not be granted on the opening and closing days of school, and the day prior to or following a vacation period.

**ARTICLE XVII****HOLIDAYS AND VACATIONS**

(a) All employees will be paid seven (7) additional days beyond their normal year. Employees may elect to have their seven (7) additional days paid in one (1) lump sum at the end of the year, or divide it up over an equal amount of pays during the school year.

(b) An employee has the option of accepting benefits under Article XVII. The employee has the option of obtaining benefits they are eligible for. They must sign-up individually for their insurance and they can make arrangements for the money to be deducted from their check. The employee may use their allotted money toward the insurance plans available within the district, with exception of Delta Dental.

(c) The Board will contribute \$2,876.00 in 1989-1990, \$3,036.00 in 1990-1991, and \$3,484.00 in 1991-1992, per year, to the bargaining unit, in total to be utilized for health care insurance.

## ARTICLE XVIII

### GENERAL

#### Section 1: Tax Sheltered Annuities.

The Board agrees to deduct the premiums for variable tax deferred annuities solely paid for the employee and to remit such premiums to the Board designated insurance company.

#### Section 2. Telephone Facilities.

Existing extension telephone facilities shall be made available to each employee covered by this Agreement for their reasonable use.

#### Section 3. Parking.

The Board shall provide, maintain, identify, and regulate to the extent possible, adequate paved off-street staff parking facilities.

#### Section 4. Resignation.

(a) Any employee desiring to resign from their employment with the Board shall file a letter of written resignation with the Superintendent of Schools at least ten (10) working days prior to the effective date of such resignation.

(b) Any employee who resigns from their position in the manner herein described maintains their right to any earned allowable benefits.

#### Section 5. Deductions.

The Board agrees to make available to all of the employees covered by this Agreement any payroll deduction services which are available through the Board such as Savings Bonds, Credit Unions, etc.

**Section 6. Continuing Education.**

The Board agrees to pay the full tuition fee for any employee it so designates to attend a workshop, in-service training seminar, self-improvement course, or other job-related professional growth activities of a nature specifically designed to provide on-the-job-related improvement.

**Section 7. Act of God Days.**

Employees covered by this Agreement will be paid for all days when school is not in session if those days are considered official attendance days by the State of Michigan, unless on leave of absence.

**Section 8. Mileage.**

Employees who are required to use their own transportation for carrying out their job responsibilities for the Board, shall be reimbursed for all such miles driven at the regular rate and procedure as established by Board policy.

**Section 9. Emergency.**

In the event of an emergency, or an administrative problem, and the employee's supervisor will not be available, the employee will be informed of a person to contact in such instances.

**Section 10. Notification of Assignment.**

All employees covered by this Agreement who work less than twelve (12) months per year, shall be notified by no later than two (2) weeks prior to the start of the school calendar year, as to their assignment for the following school year.

**Section 11. Bulletin Board Space.**

(a) Bulletin board space shall be made available by the board at each of the buildings of the school system in which there are employees covered under this Agreement, who are employed within these buildings, with the bulletin board space to be used by the Union, and with such bulletin board space to be used for the following notices:

1. Recreation and social affairs of the Union.
2. Union meetings.
3. Union elections.



4. Reports of the Union.
5. Rulings or policies of the Local or International Union.

(b) Notices and announcements shall not contain anything political or controversial, or anything reflecting upon the Board, and of its employees, or any other labor organization among its employees, and no materials, notices or announcements which violate the provisions of this Section shall be posted. The posting of all such notices shall be done by either the Union Officers, Representatives, or the Chief or Alternate Stewards.

**Section 12. Retirement.**

Retirement age is seventy (70) years of age unless an extension is granted by mutual agreement between the affected employee and the Board of Education. In the event that an extension of employment is granted, an annual physical examination must be taken through the Board physician, and the results reported to the Board. Such physical examination shall be paid for by the employee.

**Section 13. Tobacco-Free Environment.**

The Brighton Schools will be tobacco-free after **January 1, 1990**. The Board will pay up to sixty dollars (\$60.00) towards a smoke stopping clinic or other help, up to **January 1, 1991**.

**ARTICLE XIX**

**JURY DUTY**

Employees requested to appear for jury qualification or service shall receive their pay from the Board for such lost time as a result of such appearance or service, less any compensation received for such jury service. In the event that the employee is subpoenaed as a witness in any case connected with the employee's employment of the district, the employee will be paid their full pay. Any reimbursement expenses received by the employee shall not be counted as income for the purposes of this Article.

**ARTICLE XX****STRIKE PROHIBITION**

The Union recognizes that strikes, as defined by Section 1 of Public Act 336 of 1947 of Michigan, as amended, 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, without interruption to the programs of the school district. 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 XXI****CLASSIFICATION AND COMPENSATION**

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

**ARTICLE XXII****BINDING EFFECTIVE AGREEMENT**

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

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

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or covenants contained herein shall be made by any employee or group of employees with the Board, unless executed in writing between the parties hereto, and the same has been ratified by the Board and 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 supplements thereto should be held invalid by operation of law, or by any competent jurisdiction or tribunal, or if compliance with or enforcement of any Article or Section of this Agreement should be restrained by such tribunal, the remainder of this Agreement shall not be affected 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 XXIV****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 given 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) calendar days prior to the termination date, or any subsequent termination date, give written notice of amendment, in which the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) calendar 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 sufficient if sent by certified mail to the recognized mailing address of the other party. If such notification is sent to the Union: The International Union of Operating Engineers, Local 547, AFL-CIO, 24270 West Seven Mile Road, Detroit, Michigan 48219, and if to the Board: Brighton Area Schools, 4740 Bauer Road, Brighton, Michigan 48116, or to any other address the parties may make available to each other.

(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 Carlin  
President

P. J. Schroy  
Business Manager

David J. [Signature]  
Secretary

Robert J. [Signature]  
President

Mark Williams  
Board Head Negotiator

Jennifer L. [Signature]  
Recording/Corresponding  
Secretary

February 5, 1990  
Date

4-4-90  
Date

## SCHEDULE A

## SALARIES

1989-1990:      ALL CLASSIFICATIONS

<u>START</u>	<u>2 YEAR</u>	<u>4 YEAR</u>	<u>6 YEAR</u>	<u>10 YEAR</u>	<u>15 YEAR</u>
\$6.55	\$7.19	\$7.45	\$7.55	\$7.65	\$7.75

1990-1991:

7.00	7.44	7.90	8.00	8.10	8.20
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1991-1992:

7.48	7.92	8.38	8.48	8.58	8.68
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