

6/30/92

AGREEMENT

between

BRIGHTON AREA SCHOOLS

and

**THE INTERNATIONAL UNION OF OPERATING
ENGINEERS**

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

Secretaries

July 1, 1989 - June 30, 1992

Brighton Area Schools

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

A G R E E M E N T

between

BRIGHTON AREA SCHOOLS

and

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

SECRETARIES

July 1, 1989 - June 30, 1992

TABLE OF CONTENTS

ARTICLE I	1
WORK PHILOSOPHY	1
ARTICLE II	2
UNION RECOGNITION, AGENCY SHOP, CHECK OFF	2
ARTICLE III	4
NON-DISCRIMINATION	4
ARTICLE IV	4
STRIKE PROHIBITION	4
ARTICLE V	4
MANAGEMENT RIGHTS	4
ARTICLE VI	5
VISITATION	5
ARTICLE VII	5
REPRESENTATIVE	5
ARTICLE VIII	6
SAFETY PRACTICES	6
ARTICLE IX	6
JURISDICTION	6
ARTICLE X	6
CONTRACTUAL WORK	6
ARTICLE XI	6
SENIORITY	6
ARTICLE XII	8
TRANSFER AND PROMOTIONAL PROCEDURE	8
ARTICLE XIII	9
NEW JOBS	9
ARTICLE XIV	10
DISCIPLINE DISCHARGE	10
ARTICLE XV	11
LEAVE OF ABSENCE	11
ARTICLE XVI	12
GRIEVANCE PROCEDURE	12

ARTICLE XVII	15
HOURS AND WORK WEEK	15
ARTICLE XVIII	16
LEAVE PAY	16
FUNERAL LEAVE	16
ARTICLE XIX	17
PAID HOLIDAYS AND VACATIONS	17
ARTICLE XX	18
ACT OF GOD DAYS	18
ARTICLE XXI	18
WORKER'S COMPENSATION	18
ARTICLE XXII	18
BENEFITS	18
ARTICLE XXIII	18
RESIGNATION	18
ARTICLE XXIV	18
JURY DUTY	18
ARTICLE XXV	19
HOSPITALIZATION	19
ARTICLE XXVI	20
PAYROLL DEDUCTIONS	20
ARTICLE XXVII	20
TERMINAL LEAVE/RETIREMENT	20
ARTICLE XXVIII	20
BINDING EFFECTIVE AGREEMENT	20
ARTICLE XXIX	20
SCOPE, WAIVER, AND ALTERATION OF AGREEMENT	20
ARTICLE XXX	21
CLASSIFICATION AND COMPENSATION	21
ARTICLE XXXI	21
TERMINATION AND MODIFICATION	21
APPENDIX A	24
SALARY SCHEDULE	24
APPENDIX B	26
SECRETARIAL CLASSIFICATIONS	26

APPENDIX C	28
SCHEDULE OF WORK DAY	28
TOBACCO FREE ENVIRONMENT	30
LETTER OF UNDERSTANDING	31
LETTER OF UNDERSTANDING	32
LETTER OF UNDERSTANDING	33

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 Employer and the employees covered by this Agreement, to insure true collective bargaining, and to establish standards of wages, hours, and 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 the 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 Employer hereby recognizes the Union as the sole and exclusive bargaining agent of the employees covered by this Agreement.

(b) The term "employee" as used herein shall include all Secretarial, Clerical and Bookkeeping positions, but excluding Supervisors and Secretary to the Superintendent.

Section 2. Agency Shop

(a) Membership in the Union is not compulsory. Employees have the right to join or not join the Union, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against any employee as regards such matters.

(b) Membership in the Union is separate and distinct from the assumption by an employee of his equal obligation to compensate the Union for the benefits he receives from representation. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard as to whether or not any employee is a member of the Union. The terms of this Agreement have been equally made for all of the employees in the bargaining unit, and not solely for the benefit of the members of the Union. Accordingly, it is agreed that it is fair that each employee in the bargaining unit pay equally for benefits received and assume their fair share contained in this Agreement.

(c) The Employer agrees that as a condition of continued employment all present and future employees within the bargaining unit shall either become and remain members in good standing in the Union, or shall pay to the Union an amount of money equal to the regular monthly dues, but shall not include any special increases or other requirements of the Union for special support from its members.

(d) Present employees not members of the Union on the effective date of this Agreement, shall on or before the ninety-first (91st) day following the effective date of this Agreement, or the signing date of this Agreement, whichever is later, either become a member in good standing or tender such fees as is set forth in Section (c) above. New employees hired after the effective day of employment, become a member of the Union or tender an amount equal to such fees as set forth in Section (c) above.

(e) The Union shall accept such initiation fees and periodic dues and, if requested, shall accept into the membership each employee who becomes eligible to become a member of the collective bargaining unit, who tenders to the Union the initiation fees and periodic dues uniformly required as a condition of acquiring or retaining membership in the Union.

(f) The Employer agrees that, upon hiring any new employees who are covered by this Agreement, the Employer shall send a letter advising the Union of the name and date of hiring of the new employee.

(g) If any of the provisions of this Article are attached, or made the subject of a lawsuit or contested in an administrative agency proceeding, the following shall be done: No employee shall be terminated who has received a termination notice pursuant to this Article until there is a final adjudication of the suit or contestation.

(h) The Union shall indemnify and save the Board of Education 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 Employer has not complied with the conditions of this Section.

Section 3. Check Off

(a) The Employer shall deduct the initiation fees 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 which said deductions were made together with a listing of each employee, the employee's Social Security Number with the amount that is deducted each month. Provided, however, that the employee shall have submitted to the Employer an authorization card signed by the employee from whose pay said deductions are to be made. The Employer agrees to deduct from employee's wages for the Engineers Political Education Committee funds on a monthly basis when authorized by the employee.

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

(c) The Union shall indemnify and save the Employer 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 Employer in complying with this Article.

ARTICLE III

NON-DISCRIMINATION

The Employer and the Union 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

STRIKE PROHIBITION

The Union recognizes that strikes, as defined by Section 1 of Public Act 338, 1947 of Michigan, as amended, are contrary to law and public policy. The employee 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 Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Employer by any member or group of members which is contrary to the 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 provisions of this Agreement are violated by the exercise of such management function.

(b) The Employer, 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 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 VI

VISITATION

Upon request by the Union, 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 assisting in the adjusting of grievances, provided that said observation shall not disrupt orderly operations.

ARTICLE VII

REPRESENTATIVE

(a) The employees shall be represented by a Representative from the bargaining unit who shall be chosen or selected in a manner determined by the employees and the Union.

(b) Reasonable arrangements can be made to allow the Representative time off with pay for the purposes of investigating grievances and to attend grievance and negotiating meetings after approval has been obtained from their immediate supervisor.

(c) During the term of office the Chief Steward will be deemed to head the seniority list for the purposes of lay-off and recall, provided he/she is qualified to do the required work. Upon termination of his/her term he/she shall be returned to the regular seniority status.

ARTICLE VIII

SAFETY PRACTICES

The Employer will take reasonable measures in order to prevent or eliminate injurious hazards which the employees may encounter at their place of work.

The employees shall be allowed to vacate their work station at the discretion of the building administrator.

ARTICLE IX

JURISDICTION

Persons not covered by the terms of this Agreement may temporarily perform work covered by this Agreement, only for the purposes of training employees who are covered by the terms of this Agreement, experimentation or in cases of emergency.

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.

ARTICLE XI

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 day probationary period, the employee's work performance is unsatisfactory, he may be dismissed by the Employer during this period without appeal by the Union. Probationary employees who are absent during the first (1st) sixty (60) working days of employment, shall work additional days equal to the number of days absent, and such employee shall not have completed his/her probationary period until these additional days have been worked.

(b) Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to date of hire.

(c) An employee on scheduled lay-off shall have the right to displace the lowest seniority employee in the same classification, or if necessary, the lowest seniority employee in a lower classification as specified in Appendix "B", whose position the senior employee is qualified for, provided that the displaced employee must be of lower seniority. Qualified shall be defined as possessing the skills necessary to perform the tasks of the position. A less senior employee may be retained when the more senior employee does not possess the necessary skills as described above.

The Board shall notify a laid off employee(s) in writing of any vacancy and that employee(s) shall have the right to exercise seniority and bid on any open position or positions. Employees on lay-off shall retain their right to recall until such time the employee chooses to decline a position which offers ninety percent (90%) or more of the hours previously worked regardless of classification. An employee on scheduled lay-off shall be given at least a ten (10) day notice in writing of such lay-off.

It is the employees responsibility to notify the Employer of their current address during lay-off. Failure to respond within five (5) days to a certified return receipt requested recall notice sent to the employee's last known address will result in the abandonment of the employee's position.

The Employer must take the necessary steps to make contact (i.e. call, letter, checking with the employee's emergency numbers).

(d) An employee will lose his/her seniority for the following reasons:

1. He/she resigns.
2. He/she is discharged for cause and not reinstated through the Grievance Procedure.
3. He/she retires.

(e) Seniority shall be retained within the bargaining unit for an employee who transfers to either the Superintendent's Secretary or a supervisory position, with the employee having the right to return to the bargaining unit in the event that such person would vacate the position which is outside of the bargaining unit. In the event the person would return to the bargaining unit they would displace the low seniority employee in the lowest classification series, providing their seniority that they had earned while they were a member of the bargaining unit would allow them to do so.

(f) An agreed to seniority list shall be furnished to each employee covered by this Agreement on or about October 1st of each year. Such list shall contain date of hire, employee's job location, classification and classification seniority date. Seniority in classification shall be as of date of entry into the classification.

ARTICLE XII

TRANSFER AND PROMOTIONAL PROCEDURE

(a) Notice of all vacancies or newly created positions, within the bargaining unit, shall be distributed to a designated member in each building within one (1) pay period from the date of vacancy and the employees shall be given five (5) working days time in which to make application to fill the vacancy or new position. The senior qualified employee making application shall be transferred not later than the first (1st) day of the next pay period to fill the vacancy or new position. The Union shall receive copies of all postings.

(b) An employee promoted or transferred within the bargaining unit shall serve a probationary status for thirty (30) working days in the new position. In the event work performance is not satisfactory to the Employer, the employee may be returned to the former position. In situations where the Employer has filled the employee's former position, the Employer shall place the employee in an equivalent position for which he/she is qualified.

(c) Any employee temporarily transferred by Employer initiation from his/her classification to another classification within the bargaining unit shall either be paid the rate of the position from which he/she is transferred, or the rate of the position to which he/she is transferred, whichever is higher.

(d) 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 days, the position shall then be considered a temporary vacancy and posted.

ARTICLE XIII

NEW JOBS

(a) The Employer shall notify the Union in writing, when new jobs within the bargaining unit are instituted during the term of this Agreement. In the event the new jobs cannot be properly placed into an existing classification, the Employer may place into effect a new classification and a rate of pay for the job in question and shall designate the rate of pay as temporary.

(b) When a job description needs to be changed, a committee will be established to review any and all changes before the job is posted. The committee will consist of the Assistant Superintendent of Personnel, the Steward, the person leaving the position, position supervisor, and a person from the same classification or work location.

(c) 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 Employer to negotiate only the rate of pay. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary classification except as otherwise mutually agreed. In a case where the parties are unable to reach agreement on the 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 and its respective rate of pay shall be added to and become a part of Schedule A of this Agreement.

(d) When an employee within the bargaining unit can document new and additional job duties and responsibilities, and the employee can support these assignments that may require a different classification, they shall present the reasons for the reclassification to an Ad Hoc Committee.

1. The Ad Hoc Committee shall consist of four (4) people, two (2) representatives from the Union and two (2) representatives from the Employer.
2. Four (4) names shall be submitted to the Employer by the Union who shall have the right to select two (2) of the names.
3. Four (4) names shall be submitted to the Union by the Employer, who shall have the right to select two (2) names.
4. Neither party shall submit names of people who are directly involved in the area to be reclassified.
5. The Committee shall meet and hear the evidence supporting the reclassification and within five (5) days of the meeting shall present their recommendations to the Superintendent for final approval and the reclassification shall take affect immediately if approved.

ARTICLE XIV

DISCIPLINE DISCHARGE

Dismissal, or suspension, shall be only for just and stated causes, which shall be given to the employee and the employees' Representative in writing. The employee shall have the right to defend against any and all charges. Upon written request of the employee, the discipline in the personnel file will be reviewed at the end of the year.

ARTICLE XV

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 for work and has exhausted his/her compensable sick leave from the Employer, shall be granted a leave of absence not to exceed one (1) year, provided he/she promptly notifies the Employer of the necessity thereof, and provided further that he/she 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 the same is requested by the Employer. Such leave may be extended beyond the specified period of time upon mutual agreement between the parties.

(b) Leave of absence shall be granted for physical or mental illness, prolonged serious illness in the immediate family which includes spouse, children or parents living in the same household. Length of such leaves shall be determined by the Board or their designated representative and will be based on all relevant factors.

(c) Leaves of absence may be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution. Length of such leaves shall be at the discretion of the Board.

(d) Whenever an employee shall become pregnant, she shall notify the Employer as soon as possible (not later than five [5] months prior to the expected date of birth) and furnish the Employer with a statement from her physician stating the approximate date of delivery and any restrictions on the nature of work that she may be able to do and the length of time that she may continue to work. The Employer will then establish the beginning and ending date of such leave and may request periodic verification of the health of the employee in relation to the performance of her normal job duties.

(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 right.

(f) Leaves of absence will be granted to employees who are active in the National Guards or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, providing 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 who is either elected or appointed to full-time position or office in the Union whose duties require his/her absence from work shall be granted a leave of absence, for the term of such office or position.

(h) 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 Employer, a copy furnished to the employee and a copy sent to the Union.

(i) An employee who meets all of the requirements as hereinbefore specified in paragraphs (a) - (h) shall be granted a leave of absence without pay and without fringe benefits and he/she shall retain the seniority that accumulated while he/she was working and shall be entitled to resume his/her regular seniority status and former position and all job and recall rights. Leaves of absence may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer and the employee.

ARTICLE XVI

GRIEVANCE PROCEDURE

Definitions:

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

(b) The time elements in the Steps may be shortened or extended upon written mutual agreement between the parties.

(c) For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all holidays.

(d) A grievance concerning alleged safety hazards may be processed directly to Step Three (3) of the Grievance Procedure.

(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 it is reasonable for the Employer to assume that the employee first became aware of the conditions giving rise to the grievance, the grievance shall not hereafter be considered a grievance under this Agreement.

(f) A Union grievance shall be a grievance concerning the unit in which case the Assistant Superintendent for Personnel and Pupil Services shall be considered the supervisor, as defined.

Step One.

(a) Any employee having a grievance shall discuss the grievance informally with his immediate supervisor, and then if the grievance is not settled orally, the employee may request a meeting with the Employee Representative to discuss the grievance.

(b) The Employee Representative 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. The employee and the Employee Representative shall sign the grievance.

Step Two.

(a) The Employee Representative and the employee shall then, within five (5) working days meet with the Employer to discuss the grievance.

(b) The Assistant Superintendent for Personnel and Pupil Services shall give his/her decision in writing relative to the grievance within five (5) working days of the meeting with the Employee Representative and the employee.

Step Three.

(a) An appeal of a decision rendered by the Assistant Superintendent for Personnel and Pupil Services shall be presented in writing within five (5) working days from the date of receipt of the answer given by the immediate supervisor to the Superintendent of Schools or his/her designate stating the reason or reasons why the decision of the immediate supervisor was not satisfactory.

(b) The Business Representative of the Union shall meet with the Superintendent of Schools and his/her designate within fifteen (15) working days of its written submission.

(c) The Superintendent of Schools shall give the 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: 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:

Arbitration shall be invoked within ten (10) working days of the notification 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.

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

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

(c) 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.

(d) 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/her discretion for that of any of the parties hereto.

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

(f) 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.

(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 as follows:

1. All twelve (12) month employees - eight (8) consecutive hours.
2. All employees who work less than twelve (12) months - seven and one-quarter (7-1/4) consecutive hours.

(c) The normal work day shall be exclusive of the employee's lunch period, which shall be a duty free lunch time.

(d) 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:

Time and one-half (1-1/2) will be allowed for all hours worked over eight (8) per day or forty (40) per week if overtime has had prior approval of the building principal or immediate supervisor.

Section 3. Rest Periods.

All employees covered by this Agreement shall receive one (1) fifteen (15) minute rest period during the first (1st) half (1/2) of their work day, and one (1) fifteen (15) minute rest period during the second (2nd) half (1/2) of their work day.

Section 4. Rest Area Facilities.

The Employer shall provide and so designate an area where the employees in that building may take their lunch and rest periods.

Section 5. Distribution of Overtime.

The Employer acknowledges the desirability of dividing overtime, as equally as possible, within the building, among those employees who regularly perform such work, and further provided that they are qualified and willing to perform such work.

ARTICLE XVIII

LEAVE PAY

All employees covered by this Agreement shall accumulate one (1) day sick leave at the end of each month, if they worked the majority of the month, accumulative to one hundred ten (110) days. Those employees who work less than eight (8) hours per day shall receive leave pay on a pro-rated basis. Five (5) of these days may be used prior to actual accumulation. Sick leave may be used only for incapacitating illness or upon prior approval of the employee's immediate supervisor. Approval shall also be granted for personal business which cannot be attended to other than during working hours, and for other reasons deemed appropriate by the immediate supervisor. In order to receive payment for sick leave, an employee shall give notice to the immediate supervisor at the time so designated by him/her unless circumstances are such as to render this impossible or unreasonable to do so, in which event the employee shall receive approval from his/her immediate supervisor for absence without notification as hereinabove required.

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 three (3) days. Additional days, to a maximum of five (5) may be approved by the immediate supervisor, if necessary, because of any extenuating circumstances such as, but not limited to:

1. Distance.
2. Unusual relationship of the deceased to the employee.
3. Time element between the death and interment.

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

These emergency days shall not be deducted from sick leave.

ARTICLE XIX

PAID HOLIDAYS AND VACATIONS

All members of the bargaining unit are entitled to paid holidays and vacations as shown below:

The vacation schedule of twelve (12) month employees will be:

At the completion of one (1) year of service (Anniversary date) - two (2) weeks.

At the completion of five (5) years of service (Anniversary date) - three (3) weeks.

At the completion of ten (10) years of service (Anniversary date) - four (4) weeks.

All employees scheduled to work less than twelve (12) months will have their vacation prorated.

Vacation days are credited to the employee at the end of each anniversary date.

Employees will generally work the same days as their immediate supervisor. All members of the bargaining unit shall be entitled to vacation according to the above vacation schedule. Employee vacations will be taken at a time set by mutual agreement with their immediate supervisor.

Employees terminating employment shall receive a prorated vacation allowance for each month or major fraction thereof between his/her anniversary date and his/her termination date.

The following holidays will be taken for holiday pay purposes if they fall within the normal work year:

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

ARTICLE XX

ACT OF GOD DAYS

If an employee is unable to report on an inclement weather day 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.

ARTICLE XXI

WORKER'S COMPENSATION

Any employee who is absent because of an injury or illness compensable under the Michigan Worker's Compensation Law, shall receive from the Employer the difference between the allowance under the Worker's Compensation Law and his/her regular salary for the duration of the Contract year.

ARTICLE XXII

BENEFITS

Each employee covered by this Agreement who works less than the established hours in his/her classification shall receive a pro-rated portion of all of the benefits as provided under this Agreement, based on the hours the employee works for the Employer.

ARTICLE XXIII

RESIGNATION

Any employee desiring to resign shall file a resignation form with the Employer at least ten (10) working days prior to the effective date of such resignation.

ARTICLE XXIV

JURY DUTY

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

ARTICLE XXV

HOSPITALIZATION

The Employer agrees to contribute the following choices of coverage, per month, per employee, for the insurance plans listed below:

Blue Cross MVF-2 - Full Family Coverage, with a \$3.00 co-pay prescription drug rider. (Pre-Determination)

The AFL-CIO Public Employees Trust Dental Plan in operation with the group for Full Family Coverage:

CLASS I BENEFITS - 80%
CLASS II BENEFITS - 80%

Vision Insurance:

Effective July 1, 1991, the Board will provide AFL-CIO Public Employee Trust 3-Star Vision Insurance.

If the parties mutually agree, the Contract shall be opened for this item only to research insurance rates and options that are beneficial to both parties.

Those employees not taking Blue Cross MVF-2 will be given the single subscriber premium Blue Cross rate per month to apply to Messa Options, Tax Sheltered Annuity.

Employees shall continue hospitalization coverage for sixty (60) days into any illness following exhaustion of sick leave benefits.

The Board will continue to pay the cost of hospitalization insurance during the summer months for less than twelve (12) month employees or on a pro-rated basis commensurate with the work schedule of the employee.

New hires who work less than four (4) hours per day, will receive no insurance benefits.

\$100.00 - \$200.00 Deductible on Master Medical

The Board will pay the difference of \$50.00/\$100.00 to each employee with insurance coverage in one (1) lump sum. The first (1st) payment will be when the new insurance is instituted and the payment will be made at the beginning of the next two (2) Contract years.

ARTICLE XXVI

PAYROLL DEDUCTIONS

All employees of the bargaining unit shall be permitted to have those payroll deductions afforded other employees of the school district.

ARTICLE XXVII

TERMINAL LEAVE/RETIREMENT

(a) Upon completion of at least ten (10) years of satisfactory service, a Secretary shall be entitled upon retirement to a terminal leave payment of ten dollars (\$10.00) per school year of service in the district. It is expressly understood that this provision shall not apply to voluntary resignation to accept employment elsewhere or for dismissal for cause.

(b) An employee covered by this Agreement shall be retired by the Board upon reaching seventy (70) years of age.

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

ARTICLE XXVIII

BINDING EFFECTIVE AGREEMENT

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

ARTICLE XXIX

SCOPE, WAIVER, AND ALTERATION OF AGREEMENT

Section 1.

No alteration or modification of any of the terms of this Agreement or any conditions or covenants contained herein shall be made by an employee or group of employees with the Employer unless the same has been 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 contained 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 XXX

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 hereto, and made a part hereof by reference.

ARTICLE XXXI

TERMINATION AND MODIFICATION

(a) This Agreement shall become effective **July 1, 1989** and 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) calendar 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 this paragraph, 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 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 Employer, addressed to the Brighton Area Schools, 4740 Bauer Road, Brighton, Michigan 48116, or to any other address the parties may make available to each other.

IN WITNESS WHEREOF: The parties hereto have caused this instrument to be executed.

BRIGHTON AREA SCHOOLS

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

Sally Conklein
President

Rita Schloof
Business Manager

David J. Ludaf
Secretary

Robert Jones
President

Mike Williams
Board Head Negotiator

Jennifer L. Trudeau
Recording/Corresponding
Secretary

3-7-90
Date

3-7-90
Date

APPENDIX A

- - - **SALARY SCHEDULE** - - -

S E C R E T A R I E S

1989 - 1990

Six and one-half percent (6-1/2%) Increase
(Retroactive to July 1, 1989)

Years of
Service:

	<u>Bookkeepers</u>	<u>I-A</u>	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>
0-1	\$ 9.55	\$ 8.66	\$ 7.89	\$ 7.58	\$ 7.27	\$ 6.95
1-2	10.06	9.30	8.49	8.15	7.85	7.55
2-3	10.67	9.81	8.98	8.69	8.35	8.05
3-4	11.25	10.79	9.48	9.18	8.87	8.54
4-5			10.09	9.78	9.46	9.15
5-6			10.79	10.49	10.17	9.86

General Ledger Accountant - \$11.25

1990 - 1991

Seven percent (7%) Increase
(Effective July 1, 1990)

0-1	10.22	9.27	8.44	8.11	7.78	7.44
1-2	10.76	9.95	9.08	8.72	8.40	8.08
2-3	11.42	10.50	9.61	9.30	8.93	8.61
3-4	12.04	11.55	10.14	9.82	9.49	9.14
4-5			10.80	10.46	10.12	9.79
5-6			11.55	11.22	10.88	10.55

General Ledger Accountant - \$12.04

1991-1992

Seven Percent (7%) - \$.01
(Effective July 1, 1991)

0-1	10.93	9.91	9.02	8.67	8.31	7.95
1-2	11.50	10.64	9.71	9.32	8.98	8.64
2-3	12.21	11.23	10.27	9.94	9.55	9.20
3-4	12.87	12.35	10.84	10.50	10.14	9.77
4-5			11.55	11.18	10.82	10.47
5-6			12.35	12.00	11.63	11.28

General Ledger Accountant - \$12.87

APPENDIX B

**BRIGHTON AREA SCHOOLS
SECRETARIAL CLASSIFICATIONS**

FEBRUARY 23, 1981 (REVISED)
JULY 30, 1981 (SECOND REVISION)
NOVEMBER 1, 1984 (THIRD REVISION)
1989 (FOURTH REVISION)

BOOKKEEPERS

Business Office - 3
General Ledger Accountant

Class I-A

Terminal Operator - Business Office - 1

SECRETARIES:

Class I

Assistant Superintendent for Curriculum
Assistant Superintendent for Personnel and
Pupil Services

Class II

Data Operator/High School
Community Education Director - 4
Athletic Director
Operations Director
High School Bookkeeper/Secretary
Principal - Hawkins School
Principal - Hornung School
Principal - Lindbom School
Principal - Miller Intergenerational Center
Coordinator - Miller Intergenerational Center
Principal - Spencer School
Principal - Maltby Middle School
Principal - Scranton Middle School
Principal - High School
Coordinator - Phoenix High School

Class III

Assistant Principal - Maltby Middle School
Assistant Principal - Scranton Middle School
Assistant Principal - High School - 1
Secretary/Receptionist - High School
High School Counseling Office
High School Attendance Secretaries - 2
Head Switchboard Operator - Sub Caller/
Main Switchboard
Principal - Hornung (1/2 time)
Principal - Spencer (1/2 time)
Principal - Hawkins (1/2 time)
Principal - Lindbom (1/2 time)
Principal - Miller (1/2 time)
Transportation Secretary
Switchboard/Receptionist - Central Office
Copy Center
Secretary - Board Office

Class IV

Switchboard Operator/Main Switchboard
Chapter I and Gifted Program Secretary - (part-time)
Indian Education Secretary (Sub-Secretary used)

TYPING SPEEDS:

The following speeds will be required:

Class I	Seventy (70) words per minute.
Class II	Sixty (60) words per minute.
Class III	Fifty-five (55) words per minute.
Class IV	Fifty (50) words per minute.

The Bookkeepers, Class I-A, and General Ledger Accountant typing speeds will remain the same as June 30, 1989.

All future employment tests will be given in a more desirable location.

APPENDIX C

SCHEDULE OF WORK DAY

S E C R E T A R I E S

250 WORK DAYS:

Bookkeepers - Business Office (3)
General Ledger Accountant
Terminal Operator -Business Office
Assistant Superintendent for Personnel and
Pupil Services
Assistant Superintendent for Curriculum
Assistant Superintendent for Finance and
Director of Communications
Community Education Director
Community Education Secretaries (4)
Operations Director
Principal - High School
Coordinator - Miller Intergenerational Center
Switchboard/Receptionist - Central Office
Head Switchboard Operator - Sub Caller/Main
Switchboard
Switchboard Operator/Main Switchboard
Copy Center

215 WORK DAYS:

Athletic Director
Principal - Maltby Middle School
Principal - Scranton Middle School

210 WORK DAYS:

Principal - Hawkins School
Principal - Hornung School
Principal - Lindbom School
Principal - Spencer School
Principal - Miller Intergenerational Center
Coordinator - Phoenix High School

205 WORK DAYS:

Data Operator/High School
High School Bookkeeper/Secretary
Assistant Principal - Maltby Middle School
Assistant Principal - Scranton Middle School
Assistant Principal - High School
High School Attendance Secretaries (2)
Secretary/Receptionist - High School
High School Counseling Office
Secretary - Transportation Department
Hornung - (1/2 time)
Spencer - (1/2 time)
Hawkins - (1/2 time)
Lindbom - (1/2 time)
Miller - (1/2 time)

185 WORK DAYS:

Chapter I and Gifted Program (part-time)
Indian Education (uses Sub-Secretary)

TOBACCO FREE ENVIRONMENT

Effective **January 1, 1990**. This will include building and grounds. The Board will reimburse the employees up to sixty dollars (\$60.00) for a stop smoking clinic upon receipt. This is available until **January 1, 1991**.

LETTER OF UNDERSTANDING

It is agreed between the parties that the employees shall request any inservice they may wish to take as early in the year as possible, for the opportunity to access the available inservice monies. If a request is denied by their supervisor, the employee may appeal the decision to the Assistant Superintendent of Curriculum to ascertain if there is additional money available for inservice training.

Mike Williams
BRIGHTON AREA SCHOOLS

Jennifer L. Trudeau
INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 547, AFL-CIO

3-7-90
Date

3-7-90
Date

LETTER OF UNDERSTANDING

The Board will begin to strictly enforce the Board policy on the administering of medication. A committee made up of two (2) Nurses, a Secretary from the Elementary, Middle, and High Schools, and Tot Spot will meet for six (6) months to discuss areas of concern about the Clinic and medication, inservices, and the schedule of the Nurses.

Mike Williams
BRIGHTON AREA SCHOOLS

Jennifer L. Trudeau
INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 547, AFL-CIO

3-7-90
Date

3-7-90
Date

LETTER OF UNDERSTANDING

The Secretaries shall establish with their supervisors a schedule for breaks. If a Secretary is unable to take a break because there is no one available in the building to cover for them, the Secretary shall arrange with their supervisor "comp" time, or an extended lunch hour.

The administrator for a building will appoint a person in charge of their building when they are not available or in attendance of their building.

Miko Williams
For Brighton Area Schools

Jennifer L. Trudeau
For the Union

3-7-90
Date

3-7-90
Date

