

MASTER AGREEMENT

BETWEEN

THE BRANDON BOARD OF EDUCATION

- AND -

TEAMSTERS STATE, COUNTY AND

MUNICIPAL WORKERS

LOCAL 214

Effective July 1, 2009 through June 30, 2013

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AGREEMENT

This Agreement entered into this 1st day of July, 2009, by and between the Brandon Board of Education, hereinafter called the "Board" and Teamsters State, County and Municipal Workers, Local 214, hereinafter called the "Union."

WITNESSETH

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Union as the representative of its certified unit with respect to hours, wages, terms and conditions of employment.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1

RECOGNITION

- A. The Board hereby recognizes the Union as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, for all full-time and regular part-time employees, custodians, head custodians, night leaders, and maintenance. All personnel shall, unless otherwise indicated hereinafter, be referred to as "employees."
- B. The Board agrees not to negotiate with any organization or individual other than the Union for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance, providing the grievance policy as hereinafter defined in this Agreement is followed.

- C It is mutually agreed and understood that this Agreement shall require the signed approval of the representative of the Union and the representative of the Board of Education of the Brandon School District, parties to this Agreement.

ARTICLE 2

UNION SECURITY

- A. Membership in the Union is not compulsory. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against any employee regarding such matters.
- B. All employees in the bargaining unit recognized by this contract shall, as a condition of continued employment, pay the Union, the employee's exclusive collective bargaining representative, an amount of money as established by the Union and limited to an amount of money equal to the Union's usual dues. For present employees, such payments shall commence with the first pay, 31 days after the effective or execution date hereof, whichever is later, and for new employees with the first pay 31 days after the date of employment.
- C. If any provisions of this Agreement are invalid under Federal Law or the Laws of the State of Michigan, such provisions shall be modified to comply with the requirements of Federal and State Law or shall be renegotiated for the purpose of replacement.
- D. During the period of time covered by this Agreement, the Board agrees to deduct from the pay of any employee all dues of the Union and pay such amount to the

Union; provided, however, that the Union presents to the Board authorization, signed by such employee, allowing such deductions and payments to the Union.

1. Amount of dues will be certified to the Board by the Secretary-Treasurer of the Union not more than once a year.
2. Those sums paid by the employees⁶ who elect not to join the Union will be deducted by the Board and transmitted to the Union in the same manner as Union dues.

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

F. In the event that an authorization to deduct is not signed by an employee, the representation fee shall be payroll deducted from the employee pursuant to law. Should this be found contrary to law, the parties shall revert to the language of the 1993-1996 Master Agreement, Article 2, Section F.

G. The Union and its members may use the Board building facilities at reasonable times and hours for meetings when such buildings are available and operating staff are on duty. The request for building use must be in conformance with Board policy. The Union may post notices on any bulletin board ordinarily designated for Union use.

H. The Board agrees to furnish to the Union, in response to reasonable requests from time to time, available information concerning the financial resources of the District, and such other information as will assist the Union in developing

intelligent, accurate, informed, and constructive negotiated programs on behalf of the employees together with information which may be necessary for the Union to process any grievance or complaint. However, nothing herein shall be construed to expand the provisions in the Freedom of Information Act.

ARTICLE 3

STEWARDS AND ALTERNATES

- A. The Board recognizes the right of the Union to appoint and/or elect from the seniority list one (1) Steward representing Maintenance and one (1) Steward representing Custodial workers and their appropriate alternates. Their duties and responsibilities shall include cooperative efforts to develop and foster positive employee-employer relationships, as well as the presentation of grievances with the Board and/or its representatives.
- B. To facilitate the discharge of said responsibilities and duties, the Board agrees to permit one Steward or alternate per grievance presentation release time from employment duties without loss of time or pay, in accordance with the terms of this contract agreement, reasonable time to present grievances to the employer after first obtaining permission from his/her immediate supervisor with the understanding that this will not be abused.
- C. The authority of Stewards and alternates so designated by the Union shall be limited to and not exceed the following duties and activities:
 - 1. The presentation of grievances with the Board or its designee in accordance with the provisions of this bargaining agreement.

Permission may be granted by the immediate supervisor and/or his/her designee in the presentation of said grievance.

2. The transmission of messages and information originating with or authorized by the Union or its officers and provided such messages have:
 - a. Been reduced to writing; or
 - b. If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Board's business.
- D. A Steward will be allowed proper time off to attend all formal grievance procedures, under this collective bargaining agreement except arbitration.
- E. The Board shall be notified by the Union in writing of the names of the Stewards and alternates. Alternates shall serve only in the absences of the regularly assigned Steward.
- F. The authority of the Union Steward shall be limited to the acts or functions which said Stewards are authorized to perform in this Agreement.

ARTICLE 4

GRIEVANCE PROCEDURE

A grievance shall mean a claim by an individual or the Union that there has been a misinterpretation, misapplication, or violation of any provision of this Agreement. In order for a grievance to be accepted and considered properly filed, the grievance must be reduced to writing and signed specify the provision(s) of the Agreement that are alleged to have been violated, misinterpreted, or misapplied and specifically state the relief sought.

- A. The grievant and/or the Union shall be allowed to seek advice and counsel and have present a representative at any hearing or step in the grievance procedure upon request.
- B. The grievant and/or the Union may at any step in the grievance procedure withdraw a grievance without prejudice to either party. Withdrawal notice shall be in writing
- C. No claim for back wages shall exceed the amount of wages the employee would have otherwise earned. Claims for back wages should not include unemployment compensation earned by an employee during the applicable payback period.

Step 1

- A. Within ten (10) working days of the event or condition, an attempt shall be made to resolve any grievance by an informal verbal discussion between the grievant and the immediate supervisor.
- B. The employee may discuss items he/she believes are grievances with a Steward, and the Steward may attend the informal verbal discussion to discuss the grievance with his/her immediate supervisor.

Step 2

- A. If the matter is not resolved verbally through Step 1, it shall be reduced to writing and submitted in triplicate as a grievance on forms provided by the Union to the immediate supervisor.
- B. The elapsed time for submitting a written grievance shall not exceed three (3) working days from the date of the informal discussion.

- C. The immediate supervisor shall be responsible to provide a written response to the grievance is tendered to the grievant and the Steward within three (3) working days of receipt of the written grievance.

Step 3

- A. Within five (5) working days after receiving the decision from the immediate supervisor, the decision may be appealed to the Superintendent of Schools or designee. The written appeal shall be accompanied by a copy of the original grievance and a copy of the decision of the immediate supervisor.
- B. The Superintendent/Designee shall, within ten (10) working days of receipt of the appeal, conduct a hearing allowing all parties a reasonable opportunity to be heard. The Superintendent/Designee shall tender to the Grievant and the Union a decision within ten (10) working days after the Step 3 hearing.

Step 4

- A. If the grievance is still unsettled at Step 3, the Union may, within 60 days after the Superintendent/Designee's written reply, request arbitration by written notice to the employer under rules of the American Arbitration Association/Federal Mediation and Conciliation Services as mutually determined by the parties. The Board and Union shall not be permitted to assert in such arbitration proceedings any grounds or to rely on any evidence or raise any issue not previously raised in the grievance chain process or made known to all parties prior to the arbitration proceedings.

The arbitrator shall have no power to amend, modify, nullify, ignore, or add to the provisions of this Agreement. The arbitrator's authority shall be limited to

deciding only the issues presented to him/her in writing by the parties, and the decision must be based upon the express relevant language of the Agreement.

The arbitration proceedings shall be conducted by an arbitrator to be selected by the employer and the Union within 30 days after notice has been given. If the parties fail to mutually agree to an arbitrator, an arbitrator will be selected by the Federal Mediation and Conciliation Services. Regardless of how the arbitrator is selected, the rules of the American Arbitration Association shall be followed. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his/her decision within 30 days after the conclusion of the testimony and argument.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Board and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

ARTICLE 5

SPECIAL CONFERENCES

Special conferences for important matters will be arranged at a mutually agreed time between the Union representative and the employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the employer and at least two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance, and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is

requested. Matters taken up in special conference shall be confined to those included in the agenda.

These conferences shall involve mutual exchange of suggestions and ideas. The purpose of these informal discussions is to provide communication between the parties and to promote closer cooperation in all the relationships concerning this Agreement.

ARTICLE 6

MANAGEMENT RIGHTS

The Board on its own behalf and on behalf of the electors of the Brandon School District retains the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.
3. To determine the work schedules, the hours of the working day, and the duties, responsibilities and assignments of all employees represented by the Union.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and Laws of the State of Michigan, and the Constitution and Laws of the United States.

If the Board is considering exercising its right to subcontract to the point where regular bargaining unit members will be laid off, the Union will be notified at least sixty (60) calendar days prior to the date of the Board meeting when such a decision will be made. The Employer agrees to provide the Union with available information they may need in formulating a proposal to present to the Board. However, the parties recognize the final decision is at the discretion of the Board.

ARTICLE 7

SENIORITY

- A. A newly hired employee shall be on probationary status for 90 calendar days, taken from and including the first working day of the employee's employment as a member of the bargaining unit as defined in Article I, Section A. If at anytime prior to the completion of the probationary period the employee's work performance is unsatisfactory, he/she may be dismissed by the employer during this period without recourse or appeal by the Union. Probationary employees who are absent during the first ninety (90) calendar days of employment shall work additional days equal to the number of days absent, and such employees shall not have completed his/her probationary period until these additional days have been worked.
- B. After satisfactory completion of the probationary period, seniority and all matters pertaining to benefits (excluding insurance benefits and holidays) shall be retroactive to the first working day of employment as a member of the bargaining unit.

C. An employee will lose his/her seniority and terminate his/her employment with the Board for the following reasons:

1. Employee quits or retires.
2. Employee is discharged, and the discharge is not reversed.
3. Employee is absent for three^e (3) working days without notifying his/her supervisor. In proper cases, exceptions may be made.
4. If the employee fails to return to work when recalled from layoff as set forth in the recall procedure.
5. If the employee gives a false reason for a leave of absence.
6. If the employee falsifies pertinent information on his/her application for employment (the falsification may come to light sometime after the employee's date of hire or date of acquiring seniority).

Any employee hired after the ratification of this agreement who falsifies pertinent information on his/her application for employment including moral turpitude, and conviction of criminal sexual conduct in any degree, assault to commit criminal sexual conduct, an attempt to commit criminal sexual conduct in any degree, felonious assault on a child, child abuse or cruelty, torture or indecent exposure involving a child and any other information such as proper name, work history, etc. that would interfere with a pre-employment check, and falsification of physical condition/history.

7. Employees who have seniority in the bargaining unit and leave the bargaining unit for a regular full-time or part-time position, excluding a

substitute position within the School District and later return to the bargaining unit will retain all bargaining unit seniority previously acquired for a period of 24 months. Seniority shall not accrue for years of service outside of the bargaining unit.

8. Seniority will be defined as the length of continuous service in the Teamsters State, County and Municipal Workers, Local 214 bargaining unit commencing with the employee's first working day. Seniority accumulation during periods of absence shall be as follows:

- a. Layoff: Seniority will not accumulate during the lay-off period.
- b. Voluntary Leave: When a voluntary unpaid leave exceeds 30 working days, seniority will be frozen as of the first day of the leave.
- c. Workers' Compensation: When an employee is off work due to a job-related injury, reoccurrence of an injury, or a disputed claim of injury, the maximum accumulation of seniority shall be for twenty-four (24) months from the first day off the job. In the case of a disputed claim the length of accumulated seniority will be determined after the dispute is resolved. If the disputed claim does not qualify for Workers' Compensation payments, then the accumulation will be treated as an Involuntary Leave of Absence.
- d. Involuntary Leave: When an employee is off work due to personal injury/illness, seniority will continue to accumulate for a twelve (12) month period. Unavailability to work because of proven sickness or injury shall not result in the loss of seniority rights.

- D. ** An agreed-upon seniority list through posting shall be made available to each employee covered by this Agreement on or about July 1st of each year. Such list shall contain date of hire. The seniority list shall have two (2) classifications including, but not limited to the following: Custodians and Maintenance personnel.
- E. When more than one (1) employee is hired on the same day, seniority will be determined by random draw. The seniority standing of persons hired on the same day will be made on that day and will remain in that order from that point on.
- F. District seniority will apply for bumping and layoff as defined in Article XV, Bumping Procedure.

ARTICLE 8

WORKING CONDITIONS AND ASSIGNMENTS

It is hereto understood by the parties that the assignments of duties to any immediate employee in his or her respective classification shall be vested with the Employer consistent with the provisions outlined in this Agreement.

- A Employees may apply for specific job assignments or building assignments only when such assignments are determined by the Board to be vacant. If all requirements for the job are met, including seniority, the assignment will be made based on seniority of the employee. The final decision on all job assignments rests with the Board. The Board reserves the right to make temporary changes in assignments with no loss of pay to the employee, not to exceed 45 calendar days.

- B Renewal of license/certification required and approved by the Superintendent-Designee will be paid by the Board. Application for renewal/approval shall be made on forms provided by the District.
- C The Employer will reimburse an employee who is required to use their private vehicle during work hours at the district approved rate.

ARTICLE 9

JOB BIDDING

- A. The Union Stewards will be notified of newly created positions/vacancies within the Steward's classification. This includes any positions of four (4) weeks duration regardless of the number of hours worked.
- B. All approved new positions/vacancies in any classification covered under this Agreement shall be posted for bid at each work site for a period of five (5) working days, excluding Saturday, Sunday, and holidays. All bids shall be submitted in writing during this period. All new positions/vacancies shall be posted in each job site not later than ten (10) school days after the job becomes vacant. The Board of Education will attempt to fill posted positions within two (2) weeks following the end of the posting period.
- C. Insofar as practicable, all new positions/vacancies will be filled by persons meeting the qualifications set forth in the posting, and all employees are encouraged to train and prepare for promotional opportunities. When qualifications are equal, seniority in classification will be the determining factor. The final decision on filling all positions/vacancies rests with the Board.

D. No new position/vacancy shall be filled, except on a temporary basis until such new position/vacancy shall have been posted at least five (5) days.

E. Requested transfer will be considered on the strength of the reasons given for transfer, and with the schools' best interests in mind.

ARTICLE 10

RATES FOR NEW JOBS

When a new job is created in a unit and cannot be properly placed in an existing classification, the employer will establish a classification and rate structure to apply. In the event the Union does not agree that the description and rate is proper, the Union must notify the Superintendent-Designee within ten (10) working days following notification, in which case the employer's action shall be subject to negotiation as required by law.

ARTICLE 11

WORKWEEK

Workday and Workweek - The normal workday for all full-time custodian and maintenance employees shall be eight (8) hours, exclusive of the lunch break which shall not exceed one-half (1/2) hour. A forty (40) hour workweek will be the normal assignment for all custodian and maintenance full-time employees.

The normal workday for custodians from July 1, 2010 to June 30, 2012 shall be seven (7) hours per day.

Hours of Work - Shift hours will be determined by the Board. Each shift may consist of eight (8) hours to be worked in five (5) days, excluding an unpaid lunch period.

The first shift starts after 5:00 a.m. but before 12:00 noon. The second shift starts on or after 12:00 noon but before 6:00 p.m. The third shift starts on or after 6:00 p.m. but before 5:00 a.m.

Weekend Work - On Saturdays, up to eight (8) times per year, the Employer may alter the regular schedule of bargaining unit employees and require them to work. This does not mean that each employee may be required to work on Saturday eight times per year, but that on eight designated Saturdays per year this could be done. Overtime pay will not be required unless the employee is working over 40 hours for the week. Starting with the 1997-98 school year, the Board may hire employees to regularly work a shift which includes weekends. These employees will work at the swimming pool complex. Overtime pay will not be required for the weekend work unless the employee is working over 40 hours for the week. If these positions do not entail increasing the number of bargaining unit members, volunteers will first be sought from the bargaining unit to fill them. If no one volunteers for the positions, the Employer may assign the least senior bargaining unit members to the positions.

ARTICLE 12

OVERTIME

Overtime Work Schedule - Maintenance/Custodial

- A. Time and one-half shall be paid for all time worked over eight (8) hours per day when approved by the immediate supervisor.

Overtime shall be equalized by classification (custodian) by building, and an equalization chart shall be established (initially by district seniority rotation; then equalization of hours) and posted in each building.

Each employee who refuses overtime shall be charged on the equalization chart as if he/she worked, but in case all refuse, the first employee eligible shall work.

B. Overtime will be paid over 40 hours at time and one-half and for Saturday work. Sundays and holidays, employees shall receive double time for hours worked.

C. Any employee called in for emergency work will be paid for^s two (2) hours minimum call-in pay at premium rate.

D. Emergencies - Employees to be called in for emergencies shall be determined by the Superintendent-Designee(s) provided reasonable effort is made to call in the appropriate skilled employee for the skill required by the emergency. No employee called in for emergency work may refuse the call except for good cause. The overtime equalization process shall not be applicable for determining eligibility for call in for emergency work, but such emergency time worked shall be added to the employee's equalized overtime for determining regular overtime assignment purposes.

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

1. Compensatory time must be taken within seven (7) days from the date of occurrence.

2. Compensatory time off will be at the same rate as overtime (e.g., two (2) hours overtime equals three (3) hours compensatory time off).

3. The employee and immediate supervisor will be responsible for verification of compensatory time earned and the scheduling of compensatory time off.

ARTICLE 13

ABSENTEEISM AND TARDINESS

- A. Employee absenteeism places an undue burden on the School District's ability to manage and direct effective programs and services for students, parents, and the community. The School District has a right to expect its employees to be at work regularly and on time. Excessive absenteeism, even due to bona fide reasons, may be deemed excessive.
- B. At a time when the Board feels an employee is guilty of absence or tardy abuse, said employee shall be called in and orally warned. If the abuse continues, said employee will be called in a second time and given a written reprimand; and, if such abuse continues, said employee will be called in a third time at which time said employee shall be subject to disciplinary action up to and including dismissal from employment.
- C. An employee who is absent without an approved leave may be subject to disciplinary action, including reprimand, loss of pay, suspension without pay, or termination.

ARTICLE 14

LAYOFF AND RECALL

- A. Layoff means a reduction in the workforce due to a decrease of work, funds or scheduling that results in a need for fewer employees as determined by the Board.
- B. When a layoff takes place, the probationary employees shall be laid off first by classification. Thereafter, employees having seniority shall be laid off in the

reverse order of their seniority by classification, i.e., the least senior employee on the seniority list being laid off first.

- C. Employees to be laid off will receive at least seven (7) calendar days' advance notice of the layoff when it is within the employer's ability to do so. At the same time the employee is notified, the Union shall receive a list of affected employees.
- D. Members of the bargaining unit on layoff from the Brandon School District shall, after working employees, be given preference in employment for vacancies outside of their classification but within the bargaining unit provided they properly apply for such position and provided they are properly qualified, as determined by the Superintendent-Designee.

Recall Procedure - When the working force is recalled to a classification after a layoff, employees will be recalled to a classification according to seniority with the most senior employee in classification on layoff being recalled first. Notice of recall shall be sent to the employee at his/her last known address by certified mail. An employee recalled to work shall notify the Board of his/her intent to return within five (5) working days from receipt of recall notice. If an employee fails to do so, he/she may be considered a quit. If an employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall or on the date set forth on the recall notice, he/she shall be considered a quit.

Employees shall be maintained on a recall status for a period equal to their seniority *or* twenty four (24) months (two years) whichever is least.

ARTICLE 15

BUMPING PROCEDURE

In the event of a reduction in the work force, the following procedure shall be applied:

1. Any employee whose job has been eliminated may bump any less senior employee in a position for which he/she is qualified.
2. Any employee so bumped may bump by this procedure until all remaining jobs have been filled.
3. Any employee not desiring to bump shall be voluntarily laid off and placed on a preferred eligibility list for recall to any subsequent vacancy. Such employee shall be notified by the Board of all subsequent vacancies and shall be granted ten (10) days from the certified mailing date of notification to make application. Failure of said employee to accept a job vacancy within one year shall result in his/her termination. Preferred eligibility shall be for a vacancy only but shall not be considered to mean preferment over personnel with superior seniority who are on layoff status.
4. No employee shall be entitled to bump into a position for which he/she does not have the present ability to perform the work, which same shall be defined as having the ability to perform the job after having reasonable orientation to the assignment involved.

ARTICLE 16

RESIGNATION

- A. Any employee desiring to resign shall submit his/her resignation in writing to his/her supervisor a minimum of two (2) weeks prior to the effective date of resignation.
- B. Any employee who resigns after five (5) year of service shall not forfeit his/her right to earned vacation time.
- C. Any employee who discontinues his/her services without proper notification, forfeits all accrued rights and privileges, including sick leave, military leave, personal leave without pay, vacation, Workers' Compensation within the Michigan State Law, and any other rights and privileges which have been granted by the Board to its employees.

ARTICLE 17

DEFINITION OF FULL-TIME/PART-TIME EMPLOYEE

For the purpose of this Agreement, this definition of terms shall apply as follows:

- 1. Full-time Employee: An employee who is regularly scheduled to work 30 hours or more per week.
- 2. Part-time Employee: An employee who is scheduled to work less than 30 hours per week on a regular basis.
- 3. Temporary Employee: An employee who provides services when help is required for less than 90 days per year for a specific task or tasks and said job assignment is not of a permanent nature.

4. Temporary employees hired by the Board shall be assigned to tasks that the regular staff cannot perform as determined by regular staff's qualifications within their classification and pre-assigned duties. Said temporary employees shall not be casually assigned in such a manner that would constitute the replacement of bargaining unit work as recognized in Article 1 of this Agreement (per Act 379, Public Acts of 1965).
5. Substitute employees will not work more hours than regular employees if within the Board's control. It is understood that if regular employees are used to perform the work that would be assigned to substitute employees, they must possess the present ability to perform the work.

ARTICLE 18

EQUIPMENT, ACCIDENTS, AND REPORTS

- A. Any employee involved in any accident shall immediately report said accident and any physical injury or property damage sustained. When required by his/her employer, the employee, before starting his/her next shift, shall make out an accident report in writing on forms furnished by the employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the employer.
- B. Employees shall immediately, or at the end of their shifts, report all defects of equipment. Such reports shall be made on a suitable form furnished by the employer and shall be made in multiple copies; one copy to be retained by the employee. The employer shall not ask or require any employee to take out

equipment that has been reported by any other employee as being in unsafe operating condition, until same has been approved as being safe by the mechanical department or bus supervisor. Failure to comply with this provision shall subject such employee to disciplinary action by the employer.

ARTICLE 19

DISCIPLINE AND DISCHARGE

A. Notice of discharge or discipline of seniority employees only:

The Board agrees promptly upon the discharge or disciplinary action involving a written reprimand of an employee to notify the Steward who represents the discharged/disciplined employee, if requested by the employee. In case of a discharge, written notice shall be sent to the appropriate Steward and the Union.

B. No seniority employee will be disciplined (including warnings, reprimands, suspensions, reductions in rank, discharges or other actions of a disciplinary nature) without just cause.

The Board agrees to follow a policy of progressive discipline which primarily includes verbal warning, written warning, reprimand, suspension with discharge as a final and last resort. However, any disciplinary action taken against an employee shall be appropriate to the behavior which precipitated said action and, therefore, might begin at an intermediate level or higher.

C. The discharged or disciplined employee will be allowed to discuss his/her discharge or discipline with the Steward, and the Board will make available an area where he/she may do so. Upon request, the Board or their designated

representative will discuss the discharge or discipline with the employee and the Steward.

D. Appeal of discharge or discipline:

Should the discharged or disciplined employee or the Steward consider the discharge to be improper, a complaint shall be presented via the grievance procedure.

E. Use of past record:

In imposing any discipline on a current charge, the Board will not take into account any prior infraction which occurred more than 30 months previously, nor impose discipline on an employee for inadvertent errors or mistakes on his/her employment application after a period of two (2) years from his/her date of hire, except in instances when the information beyond the 24-month/30-month period establishes that a pattern exists in an area of improper performance of major significance such as theft, alcohol and substance abuse, child abuse and so forth.

ARTICLE 20

PHYSICALS

Physicals required by the Board for employees shall be paid for by the employer, less the employee's health insurance coverage, provided the doctor assigned by the employer is utilized. Employees may go to their own doctor, if approved by the employer, but the employer shall pay only up to Fifteen Dollars (\$15.00) for each physical.

ARTICLE 21

UNIFORMS

A. Maintenance Uniforms

1. Maintenance personnel are to be provided with uniforms (one change per day, rented from a laundry service during the work year).
2. Employees furnished uniforms must be properly dressed in their uniforms while on duty. Uniforms are not to be worn off duty except when going to or from work.
3. The Board will provide to each Maintenance employee proper foul weather gear, to include rain jackets, rain boots, work gloves and other such items per current practice.

- B. It is the responsibility of the employee to provide for proper care, security and use of items such as tools, keys, flashlights and so forth that are issued to the employee. Improper use, care or loss of such items may, as determined by the Board, cause the employee to pay the replacement costs.

ARTICLE 22

LUNCH PERIOD/RELIEF TIME

An employee shall be entitled to a duty-free, unpaid lunch period of one-half (1/2) hour when the employee works four (4) or more continuous hours. The time of an employee's lunch period shall be established by the Board to guarantee continuous service to our schools.

An employee may take a fifteen (15) minute relief period during each continuous four (4) hours worked. The time of an employee's relief period shall be established by the board to guarantee continuous service to the School District.

ARTICLE 23

DISABILITY LEAVE

A. Paid Predictable Disability Leave

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

ARTICLE 24

JURY DUTY

An employee called for jury duty or to give witness testimony before a judicial or administrative tribunal shall be compensated for the difference between the employee's pay and the pay received for the performance of such obligation provided that said employee is not a defendant in the proceedings. No employee shall be compensated for

appearing as a witness before a judicial or administrative tribunal on behalf of or as a representative of the Union.

Leave Provisions

1. An official notification of call to serve must accompany the jury duty leave form.
2. The employee must report his/her absence on a daily basis unless other arrangements are made due to special circumstances.
3. The employee must report all compensation received for serving on jury duty to the Personnel Office upon receipt of such payment.
4. The employee shall receive the difference between the employer's regular pay and pay received for jury duty service, provided the employee is not a defendant in the proceedings.

ARTICLE 25

MEDICAL LEAVE

Unpaid leave of absence not to exceed two years will be granted for medical reasons to those employees who have been continuously employed by the Board for one (1) year or more. While on leave, seniority shall continue to accumulate for the 12 months. Seniority will then be frozen. Such employees may return only if a position for which they are qualified becomes available.

ARTICLE 26

BUSINESS LEAVE

- A. A regular full-time/part-time employee shall be credited with two (2) non-accumulative business days equal to their regularly scheduled workday at the

beginning of each year provided that said employee works at least one (1) day of said working year. Business leave shall not be deducted from sick leave or vacation days. The business leave shall be at the discretion of the Board. These days shall be used only for important and urgent matters that cannot be handled outside⁶ of the working day, subject to approval of the administration.

- B. Business leave may be requested/granted in increments of 1/4, 1/2, 3/4 days or full days, subject to need and work schedule. Application for business leaves on business leave forms must be received 24 hours in advance except in cases of emergency. Business leave forms will be returned within 24 hours when possible.
- C. Business leave shall not be allowed for recreational purposes, social functions, vacation periods, or pursuit of vocational or vocational activities. Confidential reasons for business leave for other important and urgent matters need only be shared verbally with the Supervisor for a determination.
- D. Business leave may not be taken the day before or the day after a legal holiday or periods of recess unless adequate justification is presented to the administration that said personal business cannot be transacted at any other date.
- E. In the event a high rate of absence is evident on a day leave is being requested and an adequate number of substitutes cannot be secured, a leave request may be denied on that day. However, no leave day(s) that has been previously approved in writing shall be denied.

ARTICLE 27

MILITARY LEAVE

Military leave shall be granted in accordance with applicable State and Federal laws.

ARTICLE 28

UNPAID LEAVES OF ABSENCE

- A. Thirty Day Leave - Any employee desiring leave of absence from his/her employment shall secure written permission from the employer with notice sent to the Union. The maximum leave of absence shall be for thirty (30) days without pay. Permission for extension must be secured from the employer. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights and shall be subject to discipline, including discharge by the Board of education for the employee involved.
- B. Unpaid Leaves for Union Business - Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment with the Board shall, at the written request of the Union, receive temporary leaves of absence for periods not to exceed two (2) years or the term of office, whichever may be shorter, and upon thirty (30) days or more of notification of intent to return shall be re-employed with accumulated seniority if a position for which they are qualified is available.
- C. Union-Sponsored Workshops/Conferences - The Board shall allow the Stewards a total of four (4) days non-accumulative, release time per year, if needed, to attend Union-sponsored workshops and conferences. The cost of a substitute, if used, will be paid by the Union. Written notice shall be submitted ten (10) days in advance to the Superintendent-Designee by the President of Local 214.

D. Child Care - An unpaid leave of absence for up to one (1) year, renewable at the discretion of the Superintendent-Designee, will be granted for child care purposes and for a specific duration to be determined at the time the leave is requested/granted.

1. A request in writing for said leave must be filed with the Superintendent-Designee at least 30 days prior to the commencement of the leave except in cases of emergency.
2. Specific terms and conditions will be established by the Superintendent-Designee in writing prior to the beginning of the leave covering fringe benefit continuation at the employee's expense, where possible, seniority, salary step, return date, and position to which to be returned. Upon request of the employee, a Union representative may be present. Such terms and conditions will be binding on the parties.

ARTICLE 29

SICK LEAVE

A. Employees shall be granted one (1) day per month with a limit of 125 days accumulation equivalent to their regularly scheduled workday. For the purpose of computing sick leave.

1. Sick leave may be used when the employee is unable to perform assigned duties due to personal illness or injuries or for medical, dental or optical examination or treatment. A doctor's verification of disability may be required at any time.

2. Sick leave may be used if the employee is required to provide care for a member of the immediate family due to illness, injury or examination or treatment as stated above.
 - a. Immediate family for this purpose is defined as spouse who is living in the same household as the employee and children. Up to a total of ten (10) day per year may be used for parents, grandparents, mother-in-law and father-in-law, brother, sister, or grandchild. These ten days are not ten day per person listed, but a total of ten days per year per employee.
 - b. In the case of the care or attention for convalescent purposes, a corroborating statement of the need for such care may be required by the Superintendent-Designee from the physician of the immediate family member.
- B. For employees hired before July 1, 2009 who retire in accordance with provisions and procedures established by the MPSERS and do so shall be paid 50% of sick leave time accumulated.
 1. In the event of the death of an employee, the amount will be paid to the designated beneficiary.
- C. A certificate of inability to work by reasons of illness from a doctor of medicine or other physician designated by the Board (The cost of examination by Board-designated physician to be borne by the employer.), and such other evidence of illness and inability to work as the Board may deem necessary may be required as evidence of the illness before compensation for the illness is allowed.

D. Except in cases of emergency:

1. Employees who are unable to perform their duties because of sickness or disability shall notify their Supervisor-Designee not less than one (1) hour prior to the start of the workday.
2. Failure to provide notice will result in a loss of pay and the right to charge absence against sick leave

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

F. After an employee accumulates the maximum of 125 days, the monthly sick day will be placed in the vacation bank of the employee up to a maximum of three days.

ARTICLE 30

BEREAVEMENT LEAVE

In case of death in his/her immediate family, a regular employee may be granted leave of absence with pay for the workdays falling within the period between the time of death and the day of the funeral not to exceed three (3) days. "Immediate family" is defined as wife, husband, child, brother, sister, parent and parent-in-law, brother-in-law, sister-in-law, aunt and uncle, grandparent and grandchild, and legal guardian except that a relative residing in the same household may, for the purpose of this Article, be considered as the immediate family. Request for the above-mentioned leave will be in accordance with administrative procedures.

ARTICLE 31

HOLIDAYS

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

New Year's Eve Day	Labor Day ⁶
New Year's Day	Thanksgiving Day
Good Friday	Friday After Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day (July 4th)	Christmas Day

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

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

Holidays falling on days not within the regular schedule of the employee be recognized on the day either preceding or following the holiday as determined by the employer.

All employees in order to be eligible to receive holiday pay must work their entire scheduled workday or be on an approved vacation leave. This shall mean an employee must work the entire scheduled day before and the entire scheduled day after a holiday to be eligible to receive holiday pay unless an exception is granted by the Superintendent-Designee.

ARTICLE 32

VACATION

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

<u>Employment Period</u>	<u>Vacation</u>
After 1 year	10 working days
2 years	11 working days
3 years	12 working days
4 years	13 working days
5 years	14 working days
6 years	15 working days
7 years	16 working days
8 years	17 working days
9 years	18 working days
10 years	19 working days

11 years or more of continuous full-time service to the Brandon School District shall entitle the employee to a maximum of four (4) weeks (20 working days).

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

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

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

ARTICLE 33

ACT OF GOD DAYS - INCLEMENT WEATHER DAYS

Employees are required to report for work on all days when school is not in session because of inclement weather conditions. All employees not working because of inclement weather conditions will not be paid.

Custodial/Maintenance personnel will report for work on all scheduled workdays unless otherwise notified. In the event these employees are sent home early or are told not to report due to inclement weather (Act of God days), they will be paid for their regularly assigned workday in the same manner as if they had worked.

Nothing contained herein shall prevent the rescheduling of workdays as deemed necessary by the Superintendent-Designee, including the right to reschedule workdays in the event it is necessary to meet minimum State requirements for pupil instruction as required by MCLA 388.1701(3) and (4) of the State School Aid Act as amended by P.A. 239 of 1984

ARTICLE 34

WORKERS' COMPENSATION

Any employee who is injured in the line of duty shall receive only such compensation and expenses as are prescribed by the Worker's Compensation Law of the State of Michigan, except that the Board shall pay the employee's health insurance for a period not to exceed two (2) years. The benefit level shall not exceed the level the employee had at the time of injury.

ARTICLE 35

PAYROLL DEDUCTIONS

All authorizations for payroll deductions will be made on forms approved and provided by the Board.

The Board agrees to make voluntary payroll deductions from the salaries of the employees for tax-deferred annuities, automatic payroll savings with the First Federal Savings Bank and Trust, North Oakland Community Credit Union, medical insurance premiums, United Way, Union dues, NBD Genesee Bank, Clarkston Brandon Schools Credit Union, and any other deductions approved by the Superintendent-Designee.

ARTICLE 36

INSURANCE

- A. Insurance Protection - The Board agrees to provide without cost to each full time employee benefits listed below. The Board shall be responsible only for the premium for the benefits indicated. The employee must be properly enrolled in order to be eligible to receive benefits. Benefits set forth in this Agreement shall be subject to the rules, regulations, and determinations set forth by the carrier.

Upon written request by the Board, Items A 1, 2, 3, 4 & 5 will be opened for the purpose of exploring via the negotiation process the selection of an alternative insurance provider, including self-insured programs by which comparable plans may be made available.

Employees of the District hired after December 1, 2009 shall not qualify for fully paid health insurance by the employer until they regularly work 37.5 hours in a week.

1. MESSA CHOICES II, \$100/\$200 Deductible; \$10 Office Visit \$10/\$20 RX.

Effective July 1, 2010 - MESSA CHOICES II, \$300/\$600 Deductible; \$10 Office Visit \$10/\$40 RX.

2. Long-term disability insurance beginning on the sixty-first calendar day after such illness, beginning at 2/3 base earnings to a maximum of fifteen hundred dollars (\$1,500.00) per month.
3. Forty-thousand dollars (\$40,000) of group term life insurance with an accidental death and dismemberment (AD&D) clause.
4. Delta Dental Plan 80/80/80 for all full-time employees and their eligible dependents, including internal and external coordination of benefits.
5. VSP3 Vision Plan

Part-time employees shall have a prorated amount paid toward the insurance coverage cited above, subject to the carrier's rules and regulations and provided that any difference is made up by the employee.

All 12-month employees entitled to insurance protection earn coverage for the month in which they are in a paid status - working or on a paid leave. All such employees entitled to insurance protection and are classified as ten-month employees earn insurance protection on the basis of 1.2 months earned for each month worked.

- B. Health Insurance Option - Employees eligible for but not taking health insurance may, when eligible, apply \$100.00 per month/\$1200 per year toward insurance

options including cash pay-offs or tax shelter annuity programs available through carriers approved by the Board.

No employee shall have double health insurance coverage. If the District becomes aware that double coverage health insurance has occurred, the amount of premium that the District unnecessarily paid involved in this double coverage will be recovered from the employee.

The Board's premium contribution toward the health insurance costs shall not exceed the following:

Should the health insurance costs increase by more than eight (8) percent during the second or third year of this Agreement, the Board and the Union will meet together to determine areas within the insurance program of this bargaining unit to eliminate the increased cost in excess of the eight (8) percent.

- C. Unpaid Leave - Employees who become disabled and exhaust their sick leave and continue to be disabled are in unpaid status and shall have fringe benefits paid for by the Board for a period of 30 days from the beginning of the disability and/or for the month in which the 30-day time period elapses, whichever is longer. In the case of ten-month employees, coverage will continue for the length of the employee's earned coverage at the above-indicated rate, including the full month in which the coverage elapses or for the 30-day provision as noted above, whichever is longer. Employees on unpaid leave shall not accumulate any benefits granted by this contract such as, but not limited to, vacation and sick leave days, except as per section E below.

- D. Cash-Pay Premiums - Employees in an unpaid status, as outlined above, may cash-pay premiums for fringe benefits (hospital and life) in accordance with the insurance company's cash-pay provision. Employees who desire to carry such benefits shall contact the Benefits Department to make arrangements.
- E. Disability - In the event an employee becomes disabled and exhausts his/her sick leave and is therefore in an unpaid leave status, the L.T.D. premium shall continue to be paid for by the Board until the period of eligibility has elapsed and/or the employee is determined to be eligible for or declared ineligible for L.T.D. benefits and/or the employee receives a disability check, whichever is shortest.

ARTICLE 37

NEGOTIATION PROCEDURES

- A. At least ninety (90) days prior to the expiration of this Agreement, the parties will begin negotiations for a new agreement covering wages, hours, terms, and conditions of employment of members covered by this Agreement.
- B. In any negotiations described in this Article, neither party shall have control over the selection of the negotiating representatives of the other party and each party may select its representatives from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification by the Board and the Union. The parties mutually pledge that representatives selected by each shall be clothed with necessary power and authority to make proposals and concessions in the course of negotiations, subject only to such ultimate ratification.

- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the procedures established under Public Act 379 as amended.
- D. Members of the Union's negotiating team and/or consultants thereto, who are employees of the Board, shall be released from their normal duties without loss of salary when meetings of the two (2) negotiating teams are scheduled during their normal working hours.
- E. A committee will be established to upgrade maintenance skills in areas of electrical, plumbing and HVAC, etc.

ARTICLE 38

FURLOUGH DAYS

All Maintenance employees shall schedule themselves to be off for eight (8) unpaid furlough days each school year in 2010/2011.

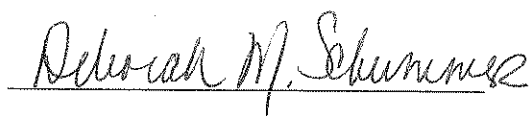
ARTICLE 39

DURATION OF AGREEMENT

This Agreement shall become effective the 1st day of July, 2009, and shall continue in effect for three (3) years until the 30th day of June 2013. This Agreement shall remain in effect after the expiration date so long as negotiations are in progress for a new agreement. At least ninety (90) days prior to the expiration of this Agreement, the parties shall begin negotiations on a new agreement.

BRANDON BOARD OF EDUCATION

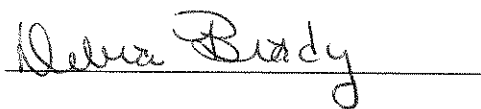
TEAMSTERS STATE, COUNTY
AND MUNICIPAL WORKERS
LOCAL 214



By President



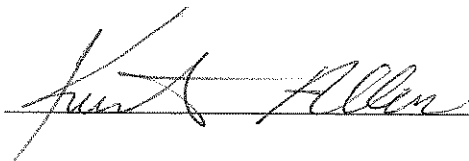
By Business Representative



By Secretary



By Steward



By Steward

APPENDIX A - SALARY SCHEDULE

CLASSIFICATION	2009/2010	2010/2013
1. <u>Custodians</u>		
Beginning	\$15.80	New Hires After 7/1/10 \$9.50
90 Days	\$16.51	All Current Employees Start: \$14.60
One Year	\$17.35	90 Days: \$15.26 One (1) Year: \$16.03
Head Custodian High School	+.70 Per Hour	+.70 Per Hour
Head Custodian Others	+.50 Per Hour	+.50 Per Hour
Night Leader High School	+.40 Per Hour	+.40 Per Hour
Night Leader Others	+.20 Per Hour	+.20 Per Hour
2. <u>Maintenance</u>		
Beginning	\$16.51	New Hires After 7/1/10 \$16.51
90 Days	\$17.35	All Current Employees Start: \$15.26
One Year	\$18.19	90 Days: \$16.03 One (1) Year: \$16.81
Differential Rate: Maintenance		+.45 Per Hour

Shift Premium

<u>Classification:</u>	<u>Custodians - Maintenance</u>
Second Shift	+.22 Per Hour +.22 Per Hour+.22 Per Hour
Third Shift	+.42 Per Hour +.42 Per Hour+.42 Per Hour

Longevity

+.21 per hour above the regular rate beginning with the employee's eighth (8th) year of continuous service.

+.21 per hour above the regular rate beginning with the employee's fifteenth (15th) year of continuous service.

+.21 per hour above the regular rate beginning with the employee's twentieth (20th) year of continuous service.

LETTER OF AGREEMENT

1. In the event the District's Fund Equity exceeds nine percent (9%) during the 2010, 2011 school year, the District will open the contract for negotiations to discuss possible restoration of some or all of the following reductions. This does not guarantee the restoration of these reductions.