

**AGREEMENT BETWEEN  
THE DEARBORN BOARD  
OF EDUCATION**



**AND THE DEARBORN  
FEDERATION OF  
SCHOOL EMPLOYEES**



**2018 - 2023**

**DEARBORN PUBLIC SCHOOLS  
18700 AUDETTE  
DEARBORN, MICHIGAN 48124**

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**AGREEMENT BETWEEN  
THE BOARD OF EDUCATION  
OF THE SCHOOL DISTRICT OF THE CITY OF DEARBORN/  
BOARD OF TRUSTEES OF HENRY FORD COMMUNITY COLLEGE  
AND THE DEARBORN FEDERATION OF SCHOOL EMPLOYEES**

THIS AGREEMENT is made and entered into on this 18<sup>th</sup> day of July, 2018, and is effective as of that date, by and between the BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF DEARBORN/BOARD OF TRUSTEES OF HENRY FORD COMMUNITY COLLEGE, hereinafter referred to as the Employer, and the DEARBORN FEDERATION OF SCHOOL EMPLOYEES, hereinafter referred to as the Union.

**PURPOSE AND INTENT**

A sound educational program as affects the best interests of the citizens of the community is a primary objective. The Employer and the Union mutually agree to provide the best possible education for the students of the school district and HFCC. To this end, the Employer and the Union dedicate their efforts.

The purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interests of the Employer and employees.

The Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

Whenever the word "he" or "employee" is used in this document, it shall be deemed to include both male and female.

**ARTICLE 1 - RECOGNITION**

1A. Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, and by Act 112 of the Public Acts of 1994, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, grievance procedure or other conditions of employment, for the term of this Agreement, of all employees of the Employer included in the following bargaining unit:

All full-time and regular part-time maintenance and operation, clerical, Transportation, and food service employees, including those listed on Schedule A, hereof, and excluding supervisors, administrators, guards, a maximum of twelve (12) unclassified secretarial positions.

Subject to the provisions of applicable law, the Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement, or any agreement or contract with said

employees, individually or collectively, which in any way affects wages, hours or working conditions of said employees, or any individual employee.

Full-time employee is defined as an employee who regularly works or is paid for at least forty (40) hours per week, other than students, substitutes, or temporary help.

Employees on a 7-day operation who average forty (40) hours a week or more will be considered full-time employees.

Regular Part-Time Employee is defined as an employee who works regularly and who works less than forty (40) hours per week, other than students, substitutes, and temporary help.

A Provisional Employee is any regular full-time or regular part-time employee who is assigned either to the same classification at a different location or on a different shift or to another classification in the bargaining unit under certain defined circumstances, e.g. custodial "C" assigned to grounds, skilled trades, etc., for a given amount of time.

Relief Personnel are regular full-time or regular part-time employees who have qualified for one or more specific job classifications other than their normal classification.

Employee on Probation - an employee presently in the unit who, as a consequence of any movement, is required contractually to serve a period of probation.

Probationary Employee - a new hire or rehire who must complete his/her probationary period as outlined in Article 4A 1.

A Substitute Employee is a non-regular person who has qualified to work in the place of an absent regular full-time or regular part-time employee for a limited period of time.

A Student Employee is one who attends either high school, college, business, or trade school.

A Temporary Employee is one who is hired for a definite period of time.

Retired Employee - a DFSE member who has retired from the Dearborn Board of Education.

Students, substitutes, and temporary help shall not be considered full-time employees or regular part-time employees, provided however, when temporary help fulfills the requirements that a new probationary employee must fill to become a regular employee in one position, the position filled by the temporary help shall be considered a regular bargaining unit position to be filled in accordance with Article 4D 2. The position must be filled for 90 out of 120 consecutive working days for the provision to apply.

Students, substitutes, and temporary help shall not be assigned to any of the skilled classifications A, B, or C unless there are no other employees within the bargaining unit who can do work in such classification.

- 1B. The Union agrees to represent all employees in the unit by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, gender, age, disability, height, weight, or marital status, and to represent equally all unit employees. The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, gender, age, disability, height, weight, marital status, political affiliation or belief, or organizational affiliation or any other basis prohibited by law.

The Union and the Board recognize the existence of the principles of Affirmative Action; however, the Union and/or the Board reserve the right to challenge any proposed state or federal Affirmative Action program which in their opinion violates the applicable legislation, the collective bargaining agreement and/or valid practices and policies of the Union or the Board.

## **ARTICLE 2 - GRIEVANCE PROCEDURE**

- 2A. A grievance is a complaint by an employee in the bargaining unit by the Union concerning any alleged violation of this Agreement.

- 2B. All grievances will be handled in the following manner:

Step 1 - Within fifteen (15) working days of the occurrence or within fifteen (15) working days after a reasonable and prudent person should have discovered the facts on which the complaint is based, the employee will discuss and attempt to resolve the complaint with his/her supervisor and/or any involved parties on an informal basis. A Complaint Investigation Form shall be completed by the employee. The Complaint Investigation Form shall be signed and dated by the employee, Union representative and the supervisor present at the informal meeting. The employee should, when possible, be accompanied by the Union representative.

Step 2 - If the complaint is not resolved at Step 1, the employee may file a written grievance within fifteen (15) working days after the date of the informal meeting. The grievance form shall be submitted to the employee's supervisor with copies to the Union and the Human Resources Office. The supervisor will give written reply to the employee filing the grievance within ten (10) working days with copies to the Union and the Human Resources Office.

Step 3 - Within fifteen (15) working days after delivery of the supervisor's decision, the grievance may be appealed to the Superintendent. The appeal shall be in writing and shall

set forth specifically the act or condition and the grounds on which the grievance is based. Within fifteen (15) working days after delivery of the appeal, the Superintendent or Superintendent's representative shall investigate the grievance. As part of this investigation, the Superintendent or Superintendent's representative shall give the person or persons who filed the grievance at Step 2 a hearing in the presence of the Union representative. Within fifteen (15) working days after the hearing, the Superintendent or the Superintendent's representative shall communicate the decision in writing, together with reasons, to the aggrieved employee and to the Union.

Step 4 - Within fifteen (15) working days after delivery of the Superintendent's decision, either party may request the services of the State Mediator's Office. Should such a request be made, the parties will utilize the services of a State Mediator as designated by the Michigan Employment Relations Commission to facilitate the resolution of the grievance. Neither party may be represented by legal counsel at this step of the grievance procedure. Should a resolution not be reached, then the parties may proceed to arbitration.

Step 5 - If the Union is dissatisfied with the recommendation of the mediator, the Union may refer the matter to arbitration by delivering written notice of its desire to arbitrate to the Superintendent of Schools and the American Arbitration Association within ten (10) working days after the mediation hearing. The arbitrator shall be selected from the rolls of the American Arbitration Association and the arbitration shall be conducted under the rules of the American Arbitration Association. The fees and expenses of the arbitrator shall be shared equally by the Board of Education and the Union. The arbitrator shall confine the decision to the sole question of whether or not there has been a violation of this Agreement and, if he/she finds a violation, the appropriate relief.

The arbitrator's award shall be final and binding on the Board and the Union and any employees involved unless the Board of Education, by vote of at least two-thirds (2/3) of its members taken within twenty (20) working days after receipt of the arbitrator's decision, shall elect to treat the award as advisory rather than final or binding. In such event the award shall not be final and binding but shall be advisory only.

2C. If, in the judgment of the Union, a grievance affects a group or class of employees, the Union may submit such grievance in writing directly at Step 2. The grievance must be presented within fifteen (15) working days of the occurrence of the facts on which the grievance is based.

2D. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the same time which would have been allotted had the decision been given; provided, however, that if the decision is not made and communicated to the employee and the Union; for this purpose any notice postmarked within the time limits and mailed to the employee and the Union at its last known address shall be within the time limits; further, in connection with a union grievance, no employee need be notified.

- 2E. 1. Failure to commence to process the grievance within the time limits set forth above shall bar the grievance.
- 2. Failure to appeal a decision to the next step within the time limits set forth above shall constitute acceptance of the last written decision and shall bar future action on that particular grievance.
- 2F. Any individual employee may present a grievance up to and including mediation and have the grievance adjusted without intervention of the Union if the adjustment is not inconsistent with the terms of this Agreement, providing the Union has been given an opportunity to be present at such adjustment at all steps.
- 2G. A Union representative may be present at all steps of the grievance procedure. In the event a Union representative is not present or does not consent to the resolution of the grievance, any settlement shall not be used by either party in any other grievance or arbitration proceeding.
- 2H. Any agreement reached through the grievance procedure will be implemented promptly.
- 2I. The time limits referred to in 2E 1 and 2, above, and in 2B, may be waived by the mutual written consent of the Union and the Administration.

### **ARTICLE 3 - GRIEVANCE PROCEDURE IN DISCHARGE CASES**

- 3A. Where an employee is discharged or suspended, the employee and the Union shall be promptly notified thereof in writing by the Employer.
- 3B. If the employee or the Union wishes to file a grievance in connection with such discharge or suspension, they may use the grievance procedure set forth in Article 2 hereof, with the following exceptions:
  - 1. The grievance shall be submitted in writing to the Superintendent directly and the processing of such grievance shall be commenced at Step 3.
  - 2. The grievance must be presented within fifteen (15) days of the date on which the employee was discharged or suspended, or fifteen (15) days after notification has been sent to the Union, whichever date is later.
- 3C. In discharge or suspension cases only, appeal of the decision to Step 5 of the Grievance Procedure may be made by the employee and/or the Union to the American Arbitration Association, provided such appeal is made within thirty (30) days after delivery of the decision at Step 3. The arbitrator shall be selected and the arbitration shall be conducted,



under the rules of the American Arbitration Association. The fees and expenses of the arbitrator and of the American Arbitration Association shall be shared equally by the Employer and the Union or by the Employer and the employee if the employee is not represented by the Union. The decision of the arbitrator shall be final and binding upon the employee involved and upon the parties to this Agreement and judgment thereon may be entered in any court having jurisdiction. The arbitrator shall confine his/her opinion to the sole question of whether the discharge or suspension was for just cause under this agreement.

- 3D. Any employee who is reinstated after discharge or suspension which has been adjudged to have been unjust or improper, will be returned to work on his/her regular job without loss of seniority rights and with full back pay less deduction of other earnings for the period in question from employment pursued in place of employment with Employer, unless Employer and Union agree otherwise or arbitrator decides otherwise.
- 3E. Nothing in the foregoing shall be construed to empower the arbitrator to make any decision amending, changing, subtracting from, or adding to the provisions of this agreement.

#### **ARTICLE 4 - SENIORITY**

##### 4A. Probationary Employees:

1. New employees hired in the unit shall be considered as probationary employees for the first sixty (60) working days of their employment. The sixty (60) working day probationary period shall be accumulated within not more than one (1) year from the first day worked. When an employee finishes the probationary period, he/she shall be entered on the seniority list of the unit and shall rank from the day sixty (60) working days prior to the day he/she completed the probationary period. There shall be no seniority among probationary employees. Days of absenteeism shall not be counted towards the fulfillment of the sixty (60) working day requirement.
2. In lieu of termination, and after consultation with the union, the employer has the right to extend a new employees probation up to an additional ninety (90) working days.
3. An employee on initial probation may not promote, demote, or transfer until the probationary period is completed.
4. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment as set forth in Article 1 of this Agreement. The Employer shall have the right to discharge and discipline probationary employees, and the action is not subject to appeal or grievance.

5. Proof of testing required of any position will be given upon request to each individual employee. A Proof of Testing Form (indicating name of employee, tests passed, and classification for which employee has qualified will be forwarded upon request within thirty (30) days of testing to the employee.

4B. General provisions:

1. Seniority shall be by classification, which classifications are set forth in Schedule A.
2.
  - a. Separate seniority lists will be kept for regular full-time employees and regular part-time employees. Food Service and Paraprofessionals regardless of full or part-time status, will be listed on the regular part-time list.
  - b. Temporary employees and substitute employees shall become entitled to the benefits under this contract when such temporary employees or substitute employees become regular employees or regular part-time employees as appointed by Board action. Further, the seniority date of said employees shall start from the date that said employees become full-time or regular part-time employees.
  - c. When ranking non-instructional employees in seniority order, if two or more employees have the same classification seniority date, they shall be ranked by their unit seniority dates. If two or more employees remain tied, they shall be ranked by the last four digits of their respective social security numbers, the one with the higher number being given higher seniority rank (which will not be posted).

For example:

	<u>Classification</u> <u>Seniority Date</u>	<u>Unit Seniority</u> <u>Date</u>	<u>Social Security</u> <u>Number</u>
Employee 1	9-1-89	8-1-80	
Employee 2	9-1-89	8-2-80	
Employee 3	9-1-89	10-1-85	XXX-XX-9999
Employee 4	9-1-89	10-1-85	XXX-XX-9998

For those members of the DFSE unit who joined the unit as a consequence of the annexation of the Fairlane District, the tie-breaker in unit seniority will be the length of service in the Fairlane District before annexation. If two or more remain tied, the social security number tie-breaker will apply.

3. Any employee promoted to a higher paying classification shall have his/her seniority, wages, and fringe benefits commence one (1) day after the Board meeting of

appointment, unless the vacancy has yet to occur, and he/she shall retain and accumulate all seniority in the classification which he/she previously held.

Every effort will be made, respectful of proper procedures, to expedite the selection and appointment process, and the name of the proposed appointee shall be forwarded to the Board at the earliest possible time.

4. If an employee moves from a full-time position to a part-time position, or vice versa, the employee does not lose the previously held seniority and will continue to accumulate seniority in the former status as service accrues in the new status.

For purpose of seniority on the other list, the employee will begin to accumulate seniority on the other list as of the date of such new employment.

An employee who carries seniority on only one (1) list may not exercise such seniority against any employee on the other list. An employee who carries seniority on more than one (1) list may exercise such seniority on any list against any other employee with seniority on the same list.

5. An employee who is absent on approved leave shall accumulate seniority in his/her classification.
6. An employee not working, but receiving workers' compensation benefits for any reason because of his/her work for Employer, shall accumulate seniority for the period the employee cannot work and is receiving such workers' compensation benefits and shall receive any salary increases and increments.
7. An employee's seniority shall not be interrupted as a result of layoffs, injury or illness. Any employee demoted to a lower paying classification, on the same seniority list, shall not retain classification seniority in a higher paying classification, but such higher classification seniority shall be transferred to the lower classification, unless demotion was the result of a bumping process.

However, the employee's seniority shall be terminated for any of the following reasons, unless the Employer and the Union, by agreement in writing, determine otherwise:

- a. He or she voluntarily quits or resigns.
  - b. He or she is discharged for cause and the discharge is not reversed through the grievance procedure.
  - c. He or she has been on layoff for a period of two consecutive years.
8. An employee moved into a job outside the bargaining unit will have his/her seniority and reinstatement rights frozen as to the time of movement outside the bargaining

unit for a period not to exceed six months.

9. An employee who works on a temporary assignment in a higher classification shall not accumulate seniority in that classification.
10. The Employer shall, within sixty (60) days after the signing of this Agreement, furnish the Union and post on its bulletin board the seniority schedule containing the name, date of employment, and classification of each employee. Revised schedules shall be furnished to the Union by the Employer on its bulletin boards every six (6) months during the term of this Agreement.

Any errors perceived in such posted schedules which are called to the attention of the administration will be corrected promptly whenever error is conceded. In order to facilitate the proper administration of this Agreement, the Union shall be furnished, upon request, information concerning employment date, classification, and rate of pay of any employee to whom this Agreement is applicable.

#### 4C. Layoff and Recall

1. When a reduction in force becomes necessary, the employer shall determine the classification(s) to be reduced, the number of employees in those classifications to be reduced, and where the reductions in force should best occur.
2. Probationary employees and/or employees in apprenticeships within the classifications shall be the first to be laid off.
3. The least senior employee in any classification affected in each building shall be the next one(s) to be displaced; provided the employees remaining in the classification(s) have the qualifications to perform the necessary work of the classification(s).
4. Such identified displaced persons shall be declared surplus, and any employee thus affected who has sufficient seniority to be retained in the classification may exercise his/her seniority to bump the least senior person in that classification on the same shift, provided he/she has the qualifications to do the work at any building.
5. Should this be impossible, he/she may bump the least senior person at any building.

ASC	William Ford	McCollough-Unis	Snow
Becker	Fordson	McDonald	Stout
Heights Campus	Geer Park	Miller	Whitmore-Bolles
Bryant	Haigh	Nowlin	Woodworth

Cotter	Howard	Oakman	Operations
Dearborn	Lindbergh	River Oaks	Transportation
DuVall	Long	Salina El.	Early College
Edsel Ford	Lowrey	Salina Int.	
Henry Ford	Maples	Smith	

- a. in the same classification on another shift, or
- b. in a lower classification on the same shift as previously held, or
- c. if there is no least senior employee on the same shift, then the employee may bump the least senior employee on another shift.

In each instance, the employee must have the seniority and qualifications to do so. Employees bumping into the major classifications Clerical, Technicians, Paraprofessionals, and Grounds must be capable of demonstrating the abilities required for the specific position.

6. Any employee thus bumped in this process may use his/her seniority to bump in the same fashion, insofar as his/her seniority and qualifications permit.
7. In order to retain current special education paraprofessionals whose position has not been eliminated and in order to maintain continuity for students and other contract language notwithstanding, a special education paraprofessional whose position is eliminated will be able to bump into one of the five least senior positions in the special education paraprofessional classification for which he/she is qualified and in which his/her current benefit level is maintained.

Should this be impossible, he/she may bump one of the five least senior positions in that classification for which he/she is qualified at a different benefit level. If this is not possible, he/she may bump the least senior person in a lower classification on the same shift or, if there is no least senior employee on the same shift, the employee may bump the least senior employee on another shift.

8. It is mutually understood that, in respect to the application of this Article, the practice will be continued that when, within a major classification, there exist classifications of equal rank for both of which qualifications are closely similar or the same, bumping will be permitted as though they were one classification, respectful of total seniority in either or both classifications.

It is further understood that the individual, in order to bump into a specific position, must be qualified to perform the duties required for that specific position.

9. For purposes of bumping, a leader shall be considered to be a member of the classification in which he/she regularly works (i.e. the classification that determines the employee's basic rate of pay).
10. When an increase in force is necessary, employees shall be recalled in reverse order of layoff, before any new employees are hired.
11. When an employee is laid off, he/she shall be given the opportunity to apply for any job within the bargaining unit for which he/she is qualified.
12. In case of layoff, management will give at least two weeks' notice to employees affected and to the Union, unless the events that make the layoff necessary are of such a nature as to render inoperative the functioning of the school system or some part thereof and thus preclude such advance notice.
13. Any employee whose position is unilaterally altered by the administration which results in the employee working:

(1) a lesser number of months per year; (2) a lesser number of days per week or; (3) a lesser number of hours per day which results in a loss of health benefits shall have the right to either: (a) retain the position or (b) bump the least senior employee within the same classification who works the same number of months, days, and/or hours as the affected employee previously worked, or if there is no least senior employee within the same classification who works the same number of months, days, and/or hours, he/she may, (c) bump the least senior person within a previously held classification who works the same number of months, days, and/or hours as the affected employee previously worked.

- a. Any employees who have been affected as a result of an employee exercising his or her rights under this Article shall have the right to either (1) select the position which has been altered in the same classification or (2) bump the least senior employee whose position has the same number of months, days, and/or hours per week in a lower previously held classification.
- b. In the event more than one employee's position within a classification is unilaterally altered by the administration resulting in a lesser number of months, days and/or hours, the right of selection hereinabove set forth shall be exercised in rank order of seniority.

#### 4D. Classifications, transfer, promotion, demotion, bids:

##### 1. Definitions

- a. A classification is any one of the positions listed in Schedule A.
- b. A major classification is a group of one or more related classifications as set forth in Schedule A.
- c. A transfer is a movement of an employee between locations, shifts or classifications without a change in pay.
- d. A promotion is a movement to a higher paying classification.
- e. A demotion is a movement to a lower paying classification.

## 2. Bid Process

- a. All vacancies will be posted for a period of five (5) days via District electronic application system. Jobs will be posted at 8:00 a.m. and will close at 4:00 p.m. on the 5<sup>th</sup> business day and will include the date and time the posting closes. There will also be an email sent to all DFSE employees and the union president. Posting will include classification title, hours of work, and number of months. Only those employees who submit electronic bid forms during the five (5) day period will be considered for the job. Detailed job descriptions will be available from the Office of Human Resources.
- b. Employees may exercise transfer rights one (1) time each school year unless a transfer has been effected within the preceding twelve (12) month period. A promotion may follow a transfer one (1) time each school year but a transfer may not follow a promotion for one school year. For food service classification only, profile hours for an existing occupied position may be increased by no greater than one (1) hour per day and such position will not be required to be bid as a new assignment.
- c. Transfer procedure deadlines are established as follows:

The earlier of the following dates will be the deadline for refusing a transfer, promotion, demotion: (a) the date transferee is to report to his/her new position; (b) the date of the flowsheet which is sent to all parties concerned including the employees affected.

- d. After consultation with the Union, the Superintendent has the right to reassign an employee for valid and demonstrable reasons. Such reasons will be provided in writing, and the Superintendent or the Superintendent's designee shall meet with the employee to discuss the transfer. If the Union is not in agreement with the reassignment, the Union may submit the dispute to a MERC-appointed mediator for resolution. No employee shall be harmed (e.g. reduction in hours or days, or

change of classification) as a result of a reassignment. As a result of the reassignment, no other employee shall be involuntarily displaced. This provision is not subject to the grievance procedure unless more than two reassignments occur in the same school year. If there are greater than 2 reassignments per year, those reassignments shall be subject to the grievance procedure. The arbitrator can only determine that the reassignments were not for valid and demonstrable reasons.

- e. Any regularly employed employee who is promoted to a different classification will be required to satisfactorily complete a probationary period of sixty (60) working days to start from the date of such promotion. The sixty (60) working day period may be extended for any absences during that period by the amount of said absences. Promotions within a major classification will, however, require only a thirty (30) working day period. An employee who is laterally moved to a different position on the same wage scale, will be required to satisfactorily complete a probationary period of thirty (30) working days. When such an employee does not satisfactorily complete the probationary period, he/she reverts back to his/her previous classification and position on the salary schedule, but the employee shall have no guarantee to go back to his/her last assignment, but rather shall bump the least senior employee in the previous classification held, provided he/she has the seniority to do so. After consultation with the Union, an employee's probation period may be extended for a period not to exceed sixty (60) days for promotions to a different classification, and thirty (30) days for promotions within a major classification or lateral movement to a different position on the same wage scale.
- f. When new jobs are created or a vacancy occurs in any classification under the Agreement, the employer shall interview up to four candidates with the highest priorities as set forth in paragraph g below, and select the employee the employer determines is best qualified to do the job. The recommending administrator will consider seniority, attendance record over three years, interview, reference check, relief employee service and specific job skills of all applicants.

The Employer also has the right to consider external candidates if there are less than four qualified internal candidates. The Employer will interview internal candidates and determine if a recommendation is to be made before considering external applicants. If no qualified candidate is selected from the original list of 4 candidates, the position will be re-bid. A rebid may be posted no less than 3 business days.

For paraprofessional and certain secretarial positions, the Superintendent shall have the right to delay movement until the beginning of a school year or beginning of second semester in order to maintain continuity.

Employees shall be on probation as indicated in 2e above, and during the



probationary period Employer may determine whether the employee can do the job, which determination shall be final and not subject to grievance procedure. Employees who fail a probationary period shall be required to wait at least twelve (12) months before being allowed to transfer or promote to the same classification or within the major classification into positions that have the same or similar qualifications as the classification in which the probation was failed. For example, an employee who fails probation as a Secretary III may not bid on a Secretary IV or Secretary V position for at least twelve (12) months. Employees who fail two (2) probationary periods in the same classification will not be allowed to transfer or promote to that classification for a period of two (2) Years.

All journeymen and licensees in a classification shall be considered better qualified in that classification than persons who are not journeymen and not licensees unless they are working in that classification.

- g. Where employees have the qualifications therefore, job vacancies will be filled from the top four candidates in accordance with the following order of priority
  - (1) Any employee displaced from the posted position due to a reduction in force.
  - (2) Any candidate serving on a current relief list for the vacancy.
  - (3) Transfer within the classification.
  - (4) Return from leave in the same classification.
  - (5) Promotion within the major classification.
  - (6) Voluntary demotion within the major classification.
  - (7) Lateral movement within the major classification.
  - (8) All other internal candidates.
  - (9) External candidates as selected by Human Resources.

Within each priority each candidate will be ranked by seniority.

- h. Notwithstanding paragraph g above, the position of Full Time Bus Driver will be filled, if possible, from those on the Bus Driver Relief List. The employer shall consider the top four candidates on the relief list when making a selection of the candidate for promotion. If there are less than four interested drivers on the relief list, paragraph g, above, shall be used.
- i. Unsuccessful applicants shall, if requested, be given specific reasons in writing why he/she was not selected. The Union will be furnished a copy of all bid lists for a given vacancy by the Human Resources Department. Employer shall advise the Union of its selection for a given vacancy.
- j. It is recognized that every assignment within a given secretarial classification does not require the same specific set of abilities. Consequently, it is recognized

that any applicant for transfer or promotion must be capable of demonstrating the abilities required for the specific position sought.

- k. With the exception of the Superintendent's secretary, DFSE bargaining unit members shall be given consideration in filling non-union secretarial positions. Employer will interview all qualified bargaining unit members who have bid on the position before considering non-bargaining unit members. Generally, a newly created Bilingual Secretarial position will be posted as a Secretary II. If the employer finds a need to post a higher secretarial classification as bilingual, the employer will meet and confer with the Union before posting the position.
- l. All appointments to entry level positions as Engineer may give priority consideration to qualified building operations specialists. Priority consideration shall be defined as follows:

Employer may interview all qualified bargaining unit members who have bid on the position before considering non-bargaining unit members.

4E. Demotion from supervision or unclassified position:

Notwithstanding any other provisions of this Agreement to the contrary, the following provisions shall apply in respect to the involuntary demotion by Employer, because of layoffs or otherwise, of supervisory or unclassified persons back into the bargaining unit:

1. This provision shall only apply to supervisors and unclassified people not represented by another labor organization. Persons represented by another labor organization shall have no right to return to this bargaining unit except as provided for in Article 4E4.
2. Persons involuntarily returned to the bargaining unit from supervisory or unclassified positions within the first six (6) months of that initial assignment shall be allowed to bump the least senior person in the classification last held by the returning person prior to leaving the unit; provided the returning person has more seniority in that classification than the person being bumped. If the returning person does not have sufficient classification seniority to bump any person in that category, the returning person may bump the least senior person in any other classification, provided the returning person has more classification seniority than the person to be bumped and provided further that the returning person is qualified to do the work. Seniority in any higher classification shall be counted in determining classification seniority. After holding a supervisory or unclassified position for a period of six (6) months the employee will be required to bid per Article 4D 2g(8) to be able to return to the bargaining unit.
3. The person bumped may bump the least senior person in any lower classification on the same shift, or, if that cannot be done, on another shift, provided he/she has more classification seniority and is qualified to do the work. Seniority in any higher

classification shall be counted in determining classification seniority. This process shall continue until the person bumped does not have sufficient classification seniority to bump anyone in any lower classification in which he/she is qualified to do the work.

4. Any individual who promotes from a position or job within the unit to a job within the jurisdiction of another bargaining unit, shall have a period of six months to return to his/her former classification within the Union without loss of seniority.

In the event that the employee returns to this bargaining unit within the six month period, he/she shall return to his/her former classification, and replace the least senior employee in said classification.

- 4F. The union and employer agree that either party may request that this article be reopened after September 1, 2019 for the purpose of bargaining the rewriting, modifying and clarifying the bid process.

#### **ARTICLE 5 - NEW CLASSIFICATIONS AND RECLASSIFICATION**

5A. The Employer and the Union will mutually agree on a pay rate for any new classification within the bargaining unit. In the event the parties are unable to agree as to rate of pay for the new classification and/or whether it is within the bargaining unit, such dispute shall be submitted to the grievance procedure contained in this Agreement. The rate established shall be retroactive to the start of the operation. The Employer, or the Union on behalf of an employee, may initiate a request for classification change.

1. Reclassification requests from employees shall be acted upon by a reclassification committee which shall include a chairperson from the Human Resources Department, three (3) members appointed by the employer, and two (2) members appointed by the DFSE. The committee shall meet in May of each year to act on requests filed with the chairperson of the committee, to be effective prior to June 30.
2. Reclassification is concerned solely with investigating, reviewing, and determining that an employee is, in fact, performing the duties of one classification and being paid the rate of another classification. However, the employee must meet all the qualifications for the position and have the necessary test scores on file prior to requesting a reclassification. The committee will have no authority to change the number of hours worked per day or the number of months worked per year by an employee. When an incorrect classification of an employee is determined to exist, the reclassification committee recommends a correction to the Office of Human Resources which may be approved after consultation with the Superintendent.
3. The decision of the reclassification committee is not subject to the grievance procedure.
4. Application must be filed with the chairperson of the committee by January 1st to be

considered at the May meeting.

5. Any member of the committee, if necessary, may request that the employee and/or supervisor furnish additional information.
6. The employee shall be notified of the committee's decision in writing within two (2) weeks after the decision is made.
7. Changes in classification shall be submitted for approval to the Board of Education.
8. Any position which has been held by the current occupant for less than six (6) full months may not be submitted to the committee.
9. The Administration and the Union will meet to discuss mutually beneficial changes in the reclassification procedure during the term of the contract. Any agreement on changes arrived at through such discussions may be implemented prior to the expiration of the existing contract through a letter of agreement appropriately signed by both parties.

#### **ARTICLE 6 - WORK ASSIGNMENTS**

- 6A. The normal work week will be regarded as Monday through Friday for all classifications. The four-day work week will consist of any four (4) consecutive days, Monday through Friday.

The hours of work, including the starting time and the quitting time will be reported in the Building Personnel Report. The work day for regular part-time employees will be considered those hours reported in the Building Personnel Report. (The work week for regular part-time employees shall be considered less than forty (40) hours per week and/or less than eight (8) hours per day).

For all employees whose work schedules vary from the traditional Monday through Friday, holidays, personal business, sick time and vacation hours will be computed on a pro-rata basis.

The following work assignments will be performed only by persons other than Custodial "A" employees:

1. Fluorescent lamp replacements in lighting fixtures.
2. Exterior window cleaning (except for entrance doors and vestibule side lights).
3. Machine buffing and scrubbing of floors, excluding wet-dry vacuum pickup limited to small size.

4. Furniture moving, other than within the designated cleaning area.
5. Waste removal by large collection containers (as opposed to waste baskets) from cleaning areas to incinerators or to exterior collection bins.
6. Grounds maintenance.
7. Cleaning of high areas requiring use of scaffolding and/or ladders. This includes any windows that cannot be reached from the floor.
8. No custodian shall be required to operate or repair boilers. Moreover, no custodian shall be required to clean inside boilers.

A copy of the Building Personnel Report as standardly compiled for the Human Resources Department will be posted in each building and the Human Resources Department will provide the Union with a complete copy of the accumulated Building Personnel Report.

Any questions and/or problems that may arise regarding such reports and their implementation will be directed to the meetings referred to in Article 7B and/or the Administration.

The Employer shall determine needs for employees in any classification during the summer months beyond those employees normally working during such summer months.

Summer work in a classification within a particular building will be offered first to employees who are currently in that classification in that building/department in seniority order and then to employees within the major classification in that building/department in seniority order. Additional work that is available will be offered to employees who sign up on one of six lists based on employee interest and qualifications. Employees must have three (3) days of sick time in their bank by June 15<sup>th</sup> in order to apply. The lists will be as follows:

1. Transportation
2. Custodial
3. Secretarial
4. Paraprofessional/Instructional
5. Interpreter Technicians (Hearing Impaired)
6. Food Service

Summer bus driving positions will be filled in the following order:

1. Regular full-time 10 month drivers who have submitted appropriate application
2. Relief bus drivers who have submitted appropriate application

3. Regular part-time drivers who have submitted appropriate application
4. Substitute bus drivers

Other contract language notwithstanding, paraprofessional summer work assignments for district-wide summer school assignments will be given based on seniority order.

Employees will be ranked and called in seniority order, recognizing that jobs are offered for indefinite periods of time. An employee shall not be able to refuse more than two assignments before being dropped from the list for the summer.

Ten (10) and eleven (11) month employees who work during the summer will not be entitled to either paid or unpaid vacation.

All ten (10) and eleven (11) month employees who work in their own classification during the summer recess shall receive their regular hourly rate of pay. An employee working in a lower classification during the summer recess shall receive Step 8 of the lower classification or his/her regular rate, whichever is less.

Any other employee will be paid according to the provision of Article 6C.

Ten (10) and eleven (11) month employees who are scheduled to work during the summer recess for twenty (20) or more days shall be eligible for one (1) sick leave day if qualified under the provisions of Article 20B or 20C. After the second day of absence, the employee may, at the discretion of the administrator, be dropped from the program.

After the summer work list has been exhausted, Employer shall have the right to contract with substitutes or temporary employees for unfilled positions.

- 6B. Employer realizes that employees desire to work only within their classifications. The Union realizes that in order to have flexibility in the system and to get work done it is necessary at times that employees work outside of their classifications. Employer agrees to work employees within their classification when practicable. However, Employer shall have the right to make work assignments either within or without the classification. The Employer agrees not to assign persons in the skilled classifications A, B or C to Building Operational classifications within or outside the unit, without their consent, and unless no appropriate relief personnel are available as defined in this Agreement. The Employer further agrees that no employee in the skilled classification A, B or C shall be assigned work in another classification for more than eight (8) hours in any work week without the employee's consent. In addition, the Union agrees that the skilled classification employees A, B or C will cross classifications to accomplish a given task within their classification and that the skilled classification A, B or C employees will continue to cooperate with each other for the benefit of the school system.
- 6C. Employees assigned temporarily to a higher classification and not covered in such assignment by other provisions of this contract shall be paid fifteen (15¢) more per hour or

the minimum rate for the higher classification, whichever is higher, provided the maximum rate of the higher classification is not exceeded, in which event the employee shall receive the maximum rate of the higher classification.

- 6D. The Union will not object to supervisors continuing to perform labor of the type they now perform; provided, however, that supervisors shall not perform manual labor on Saturdays unless at least one bargaining unit employee in the classification involved shall also be working on said Saturday. It is understood that the primary function of a supervisor is to supervise and that the performance of manual labor is a secondary consideration. This is especially significant where more than one crew under supervision is at work in a given trade or trades. In an emergency situation, however, the joint efforts of all employees involved in the situation is essential to the speedy and effective resolution of the emergency.
- 6E. Temporary help may perform maintenance and operation, clerical, transportation and food service work provided no employee within the bargaining unit who has the necessary skills and abilities to perform said job is on layoff.

The Union will not object to the continuance of present patterns of employment of students provided that in no instance will students so engaged be transferred or assigned so as to result in a reduction of workforce of bargaining unit members, or as a replacement for staff reductions effected through layoff or attrition.

- 6F. It is recognized that all disputes on work assignments should be resolved at the building or department level wherever possible.
- 6G. Upon request by a supervisor, on the basis of need and upon approval of the Director of Operations, custodial "A" employees in particular buildings may be called in to work in advance of their normal work year.
- 6H.
1. Immediately after the fourth Wednesday enrollment, bus runs having been stabilized, bus drivers will be given the opportunity, in rank order of seniority as a bus driver, to select the bus run of their choosing for the year. If a vacancy should arise during the course of the year, the Supervisor of Transportation will exercise his/her best judgment to appoint a bus driver to that run for the remainder of the year. If any major alterations in a bus run should occur, i.e., two or more-hours per day for twenty (20) consecutive work days, the initial process described in the first sentence will be repeated.
  2. Immediately after the fourth Wednesday enrollment, bus runs having been stabilized, bus attendants will be given the opportunity, in rank order of seniority as a bus attendant, to select the bus attendant run of their choosing for the year. If a vacancy should arise during the course of the year, the Supervisor of Transportation will exercise his/her best judgment to appoint a bus attendant to that bus attendant run for the remainder of the year. If any major alterations in a bus run should occur, i.e. two or more hours per day

for twenty (20) consecutive work days, the initial process described in the first sentence will be repeated.

3. Where the employer determines a breakfast program will be provided, such extra hours will be profiled and offered in seniority order as follows:

- i. Food Service Assistants at the location,
- ii. Cashiers at the location-

If no person accepts the hours, the least senior Food Service Assistant will be assigned the hours.

4. Employees in Custodial A and C classifications may request, in writing to their supervisor, their preference of assignment. Assignment preferences must be submitted by the fourth Wednesday of each September. Assignment requests will be considered on the basis of classification seniority within their shift and location. The supervisor will attempt to make the assignment as requested; however, right of assignment will remain with the supervisor. This article is subject to the grievance procedure.
5. When a pre-trip inspection is required of a bus driver, he/she shall be allotted at least 15 minutes to complete the inspection.
6. Whenever possible, paraprofessionals who are required to perform their work duties on a bus or are assigned to a bus will be included with the regular bus attendants in inservice training programs.
- 6I. If an employee is to be assigned from a given classification (at a particular location if applicable) to a position in any other classification, the least senior person in the given classification (at a particular location if applicable) will be so assigned, unless another employee volunteers from the given classification (and location if applicable). If there are more volunteers than needed, the most senior volunteer should be assigned.
- 6J. If it is determined that a member of the bargaining unit should be assigned to perform operational functions in a given building in a position not regularly occupied by a member of the bargaining unit, priority shall be as follows:
  1. Building Operations Specialist in given building
  2. Building Operations Specialist in another building
  3. Building Operations Specialist-Trainee with appropriate license
    - a. in the same building
    - b. in another building
  4. Custodial C in same building with appropriate license



5. Custodial C in another building with appropriate license

When priority is the same, classification seniority shall govern.

Persons relieving an Engineer or Building Operations Specialist should have a minimum of six (6) weeks' prior training, if possible.

- 6K. If it is determined that a member of the bargaining unit shall replace a Building Operations Specialist in a given building, priority shall be as follows:

1. Relief Building Operations Specialist
2. Building Operations Specialist-Trainee with appropriate license
  - a. in the same building
  - b. in another building
3. Custodial C in the same building with appropriate license
4. Custodial C in another building with appropriate license

When priority is the same, classification seniority shall govern.

- 6L. If it is determined that additional employee(s) will be needed temporarily in specific classifications (other than Building Operations Specialists) above the entry level, such need will be advertised to members of the bargaining unit, and applications accepted from those in lower classifications. A list of qualified applicants will be prepared and maintained. Priority on the list will be determined by:

1. date of entry on the lists
2. system-wide seniority

Whenever additional employees are temporarily needed, the highest priority person on the list who is available (present for work and not already assigned in the higher classification) will be offered the assignment, if applicable. All bus routes must be covered, in sole determination of administration, before release of bus drivers. Bus Drivers will not be assigned other positions unless it is for a period of two weeks or more.

In no case will an employee whose primary job involves driving be assigned relief work for a six-hour period prior to his/her regular shift. It will be at the discretion of the employer to allow an employee to work outside his/her classification more than eight (8) hours in a 24 hour period (12:01 a.m. - midnight).

- 6M. Where health reasons demand that an employee change classifications, the employee shall

be allowed to exercise seniority and move into a lateral or lower classification which he/she has the physical ability and skills and qualifications to perform provided that either there is a vacancy (which has reached priority 11 of Article 4D 2g) or that he/she has sufficient seniority according to Article 4 to bump the least senior occupant of said classification. The administration may request a physical examination of the employee by a physician of its choosing and at district expense.

Any employee required to change classification for the reasons enumerated herein and who at a later date regains his/her health or qualifications shall be allowed to return to the former classification and salary schedule step, (with no loss of seniority in the former classification) above all others at the first available vacancy. If the recovery of health or qualifications occurs within one (1) year, the employee may return earlier if there is a probationary employee in the classification, in which case he/she may bump that probationary employee immediately. The employee so bumped may exercise rights under Article 4C 4.

The above provision shall also be applicable if, as a result of a change in the law or regulation, an employee is deemed to be no longer qualified for his/her current position and the law or regulation did not include a "grandperson" provision nor provide a period of time by which current employees could meet the qualifications.

- 6N. When an extended absence i.e. when the absence has lasted three days and is anticipated to continue or when the absence is known to last at least three days, occurs within the major classification Bus Driver, full-time assignment, the run will be offered to the available Relief Bus Driver for the remainder of the absence. Available means at work and not already assigned to a full-time run to fill an extended absence. Upon return of the full-time person, the temporarily assigned person will return to his/her normally assigned run. Permanent filling of the vacancy will be in accordance with Article 4D 2i.

## **ARTICLE 7 - PRESENT PRACTICES**

- 7A. Present practices and procedures which affect employees of the bargaining unit, but which are not covered in this Agreement, will not be changed unless the Union is first consulted. The Employer has the right to change any practice or procedure, such action to be subject to the Union's right to grieve. No employee in the bargaining unit shall be reprimanded for any acts or omissions done or not done because of a change in present procedure or practice of which the employee was not previously made aware, but he/she shall be informed of such change after the occurrence of such act or omission. After said employee has been informed of such change in procedures and practices, he/she shall be held liable for the acts or omissions of such procedures or practices.
- 7B. Meetings between representatives of the Administration and the representatives of the Executive Board of the DFSE will be scheduled at the request of either party and at a time and place mutually agreeable for the purpose of discussing and alleviating current

problems.

Whenever possible, the agenda for said meetings will be agreed upon in advance in order that adequate preparation may be undertaken and/or that appropriate resource people may attend the meeting.

Administration and the representatives of the Executive Board of the DFSE Employee will continue to meet on Advisory Teams. Membership on the Employee Advisory Teams shall consist of not more than four members appointed by the President of the DFSE, not more than two members appointed by the Superintendent. Meetings will be scheduled on an as needed basis mutually determined by the President of the DFSE and the Director of Human Resources. Each team shall elect a chair and recording secretary. Minutes from each advisory team meeting shall be forwarded to the DFSE President and Human Resources.

The primary responsibility of each Employee Advisory Team is to identify employee related concerns and recommend appropriate fact-finding recommendations. Each team should make an attempt to anticipate problems and resolve them in a timely fashion to avoid any conflict that is not in the best interest of the DFSE and the Dearborn Board of Education.

1. Clerical/Technical/Data Processing
2. Food Services/Cashiers/Noon Hour Supervisors
3. Paraprofessionals
4. Plant Operations
5. Trades
6. Transportation
7. Grounds

## **ARTICLE 8 - MANAGEMENT RIGHTS**

Subject to the terms of this Agreement, and except as modified by the specific terms of this Agreement, the Employer retains all rights and powers to manage the Dearborn Public Schools and to direct its employees. The Union recognizes these management rights and responsibilities as conferred by the Laws and Constitution of the State of Michigan and as are inherent in the rights and responsibilities to manage the Public School System, including, but not limited to, the right:

- 8A. To the exclusive management and administrative control of the school system and its properties and facilities, and the activities of its employees during employee working hours;
- 8B. 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;

- 8C. To determine the hours of work and the duties, responsibilities, and assignments of employees, and the terms and conditions of employment.

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

### **ARTICLE 9 - COLLECTIVE BARGAINING**

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

### **ARTICLE 10 - RATES OF PAY ON PROMOTIONS AND DEMOTIONS**

Except as provided in Article 30, an employee promoted to a higher paying classification will experience an anniversary date change to the date of the promotion and advance to the pay step in the new classification which is nearest to the employee's previous pay step; provided that the employee will not receive less than a twenty-five cent (25¢) per hour raise unless such a raise would cause the maximum rate of the new classification to be exceeded.

If an employee is demoted to a lower paying classification the employee's present anniversary date will be changed to the date of demotion and he/she will be placed on a step in the lower classification which is nearest the previous step in the old classification and which will result in a loss of pay of fifteen cents (15¢) per hour or less. A loss of more than fifteen cents (15¢) per hour may result to prevent maximum rate in any classification from being exceeded.

### **ARTICLE 11 - REPORTING AND CALL-IN PAY**

- 11A. Any employee who is scheduled or required to and does report for work on any day and is not put to work for at least one-half (1/2) of said employee's regular shift shall be paid at said employee's regular rate for one-half of said employee's regular shift, not to exceed four (4) hours, except as otherwise set forth herein.
- 11B. Except as otherwise set forth herein, any employee who is called to work because of emergency work, meetings, banquets, or sporting or recreational events, shall receive a minimum of two (2) hours pay at the employee's regular rate of pay plus overtime pay if applicable.
- 11C. Employees required to do building checks shall receive a minimum of two (2) hours pay at their regular rate of pay plus overtime pay if applicable.
- 11D. Food service employees when reporting for work outside their regular hours, will be guaranteed four (4) hours pay at said employee's regular rate for nonschool-sponsored activities no matter how long they work. Food service employees when reporting for work outside their regular hours will be guaranteed only two (2) hours pay at said employee's regular rate for school-sponsored functions and PTA meetings.

## **ARTICLE 12 - MISCELLANEOUS SALARY ADJUSTMENTS**

### 12A. General

1. An employee shall receive an additional six cents (6¢) per hour above the wage scale set forth herein for each one hundred (100) clock hours of in-service training to a maximum of three hundred (300) clock hours, provided that such training is approved in advance in writing by the appropriate Supervisor.
2. Employees in the skilled classifications A, B or C shall receive an additional six cents (6¢) per hour for each five (5) year period with Employer in their present major classification.
3. Payment for any combination of 1 and 2 above shall not exceed eighteen cents (18¢) per hour.
4. Each employee shall receive an additional twenty-five cents (25¢) per hour above the wage scale set forth herein commencing with the tenth year of seniority (i.e. after completing the ninth year) with Employer, an additional twenty-five cents (25¢) per hour commencing with the sixteenth year of seniority (i.e. after completing the fifteenth year) with Employer, an additional fifteen cents (15¢) per hour commencing with the twentieth year of seniority (i.e. after completing the nineteenth year), and an additional twenty cents (20¢) per hour commencing with the twenty-fifth year of seniority (i.e. after completing twenty-four years) with Employer. No other longevity payments will be paid,

regardless of past practice.

5. If any regular part-time employee's hours are increased or decreased above or below said employee's regular work schedule, adjustments will be made in sick days, holidays, and vacation pay to reflect the adjusted hours. Adjustments will be made to bus driver and bus attendant's profile hours on July 1 of each year based on the total of hours actually worked by said employee from the first day of school to the last day of school of the prior year.
6. If a full-time employee is required to work four (4) or more hours continuing beyond the regular work schedule, in those four (4) or more hours he/she will be provided with a paid lunch break not to exceed thirty (30) minutes.
7. Any employee working a split shift wherein the scheduled time between shifts is one (1) hour or less will remain on the clock for such time. Any employee on split shift as defined above shall be accountable for work done during the time between shifts. Such account shall be signed and submitted weekly to the employee's supervisor on a form supplied by the Employer.

#### 12B. Specific (Food Service)

1. Food service employees designated by Employer to train cooks or food service assistants will receive, while performing such training, thirteen cents (13¢) per hour above the wage scale, and food service employees designated by Employer to train food service managers will receive, while performing such training, twenty cents (20¢) per hour above the wage scale.
2. Food service employees who work beyond the normal work day for banquets, etc., will be paid fifty cents (50¢) additional per hour for each hour worked beyond the normal work day until a total of eight (8) hours for the day has been accumulated. Thereafter premium rates as provided elsewhere will prevail.
3. If possible, at least three (3) Food Service Assistants and not more than four (4) Cooks/Bakers will be designated as Relief Managers—by the Employer using the bid process. When relieving, the Relief Manager will be paid twenty cents (20¢) above his/her normal rate per hour or the differential between his/her normal rate and the minimum rate of the job for which he/she is relieving, whichever is higher. When an employee relieves a Satellite Manager for less hours than he/she normally works, he/she will be paid his/her regular rate for the normal hours he/she would have worked or the above rate for the hours actually worked, whichever results in the greater pay for the day. The Food Service Assistants who are designated as Relief Managers will be assigned to relieve in Satellite Manager positions as needed. When these Relief Managers are not available, the Cooks/Bakers designated as Relief Managers will be assigned as needed in Satellite Manager positions.

Relief employees will only be allowed two (2) refusals before being removed from the relief list.

If there is no Relief Manager in a Class I or II building, the previous practice of having Cooks/Bakers relieve in their regularly assigned buildings as necessary will be continued. For any absence of a continuing nature (more than one week) Cooks/Bakers designated as Relief Managers will be utilized insofar as they are available.

4. Food Service Managers at base kitchens for satellite programs shall be paid twenty cents (20¢) additional per hour while on such assignments.
5. Food Service Assistants at satellite kitchens without a Satellite Manager will receive twenty cents (20¢) per hour above their regular rate of pay.
6. Food Service Managers are required to pass the Serv-Safe exam every five (5) years or as determined by the state. If a manager cannot pass the exam on the second attempt, they are no longer considered qualified and will be placed in the junior food service assistant position until they successfully bid on a vacancy.

#### 12C. Specific (Custodial C Employees)

1. Building operations specialist-trainees will be paid no less than fifteen cents (15¢) per hour above the first step Custodial C rate and no more than fifteen cents (15¢) per hour above the fifth step Custodial C rate while they are directly engaged in on-the-job training.

Any person can bid for the position of BOS trainee. The administration shall use a written test which will be announced beforehand. All persons who achieve a passing score will be eligible for an oral exam conducted by a committee selected by the administration. The administration will develop a scoring system and a passing score which will be announced beforehand. Selection for the position of BOS trainee shall be by seniority among those persons who pass both the written and the oral test.

2. Any employee, while relieving Building Operations Specialists, shall receive no less than twenty-five cents (25¢) per hour above the first step Custodial C rate and no more than twenty-five cents (25¢) per hour above the fifth step Custodial C rate.
3. Any employee, other than a Building Operations Specialist, who is not in the BOS trainee program, shall receive no less than twenty-five (25¢) cents per hour above the first step Custodial C rate and no more than twenty-five (25¢) cents per hour above the fifth step Custodial C rate while assigned to fill in for engineers.

#### 12D. Specific (Building Operations Specialists)

1. Building operations specialists, while assigned to fill in for engineers, shall earn forty

cents (40¢) per hour over their regular hourly rate.

12E. Specific (Skilled Trades)

1. When a skilled trade apprentice is assigned to a specific trade area, no other apprentice shall be used in that area prior to the first apprentice having completed his/her four (4) years apprenticeship, unless more than one apprentice is assigned to that specific trade area.
2. Employee, while working as a Relief Mechanic, shall receive the minimum rate of the Mechanic classification or twenty-five cents (25¢), whichever is higher.
3. Trades Licensing: When the Employer determines that it is necessary for a skilled tradesperson within a given classification to sign a permit, affidavit, or other document on behalf of the Employer as may be required by governmental entities, such tradesperson will be entitled to a stipend as outlined below. Such payment will be made only when the signature designates the benefit of the tradesperson's license may be used exclusively by the Employer and only for the period of time the designation is in effect.

The tradesperson who agrees to the above requirements shall be entitled to a \$2,000 annual stipend paid semi-annually as follows:

For the period of August 1 through January 31 — \$1,000 to be paid on the first payroll period in February.

For the period February 1 through July 31 — \$1,000 to be paid on the first payroll period in August.

The above amount will be prorated for any portion of the period that the license was not utilized exclusively for the benefit of the Employer.

In the event that more than one person within a given classification has the proper licensing, the stipend will be offered to the most senior person completing the Requirements.

12F. Specific (Leaders)

1. Employee, while working as a temporary or relief leader, shall receive fifty cents (50¢) per hour over his/her regular hourly rate for each hour worked.
2. Employee, while classified as full-time maintenance leader, shall receive the premium specified in Article 12F4 in addition to their regular hourly rate for each hour that they receive pay.
3. All appointments to maintenance leader positions or Motor/Equipment Mechanic shall be



bid. However, selection will be based upon relevant criteria developed by the administration, which shall include consideration of seniority as a member of the element of the bargaining unit to be led.

4. Maintenance Leaders appointed to lead Multi-Level Skilled Trades shall receive the highest hourly rate of the trade being led, plus one dollar fifty cents (\$1.50) per hour over his/her regular hourly rate.
5. The Motor/Equipment Mechanic leader shall receive one dollar fifty cents (\$1.50) per hour over his/her regular hourly rate.
6. The Transportation Leader shall receive three dollars (3.00) per hour over his/her regular hourly rate.

#### 12G. Specific (Apprentices)

1. Term of Apprentice Program: The apprentice program shall be for a period of four (4) years and/or 8,000 hours of actual work experience including overtime and required hours of related school instruction. Each skilled area will have no more than one apprentice assigned at any given time. Exceptions may be made in writing by the Skilled Trades Apprentice Committee, including any consideration of a transfer request to a different apprentice program.
2. Related School Instruction: Each apprentice shall enroll and satisfactorily complete one-fourth ( $\frac{1}{4}$ ) of the required classes in related theoretical instruction each year. Tuition, application fees, registration fees, service fees, and lab fees (if applicable) shall be paid for related classes to be taken at Henry Ford College or other educational institutions as recommended by the apprentice committee subject to the written approval of the Director of Human Resources. Instructional programs are to be established based on the curriculum of the Trade and Apprentice Education Division of Henry Ford College.
3. All apprentices will start at Step 1. After successful completion of the four (4) year apprenticeship program, the apprentice will move to the sixth (6<sup>th</sup>) step of the appropriate skilled classification.

#### 12H. Specific (Laborers)

When a need for laborers exists, the position shall be filled in the following order of priority and seniority:

1. Custodial C
2. Custodial B
3. Custodial A

Laborers may be used to supplement skilled trades for any of the following:

1. During the months of June, July, and August
2. For projects of not more than two weeks duration from September through May
3. During the absence of a skilled trades person

The list for the laborers position will be bid if the budget allows.

The rate of pay will be Step 1 of the Custodial C rate, or their regular rate of pay.

Laborers may not be utilized to effect a reduction within the skilled trades unit nor while any skilled trades employee is on layoff.

12I. Optional training shall be offered to groundspersons operating heavy equipment.

12J. Specific (Interpreter Technicians)

Interpreter Technicians who possess a Quality Assurance III rating will receive an additional hourly increase of forty cents (40¢) per hour; those who possess a Bachelor's Degree will receive an additional forty cents per hour (40¢); those that possess National Association of the Deaf Certification will receive an additional Forty-five cents (45¢) per hour. Interpreter technicians hired after September 1, 2016 will receive only the regular rate of pay on the wage rate schedule for their classification and will not receive any additional amounts.

### **ARTICLE 13 - SHIFT PREMIUM AND HOURS**

13A. The first shift is any shift that regularly starts on or after 4:00 a.m. but before noon. The second shift is any shift that regularly starts on or after noon but before 6:00 p.m. The third shift is any shift that regularly starts on or after 6:00 p.m. but before 4:00 a.m.

13B. Employees working on the second and third shift shall receive, in addition to their regular pay for the pay period, an additional twenty cents (20¢) per hour and thirty cents (30¢) per hour respectively, added compensation. Only those classifications of employees regularly assigned to the first shift who in the past have received shift premiums under this article will be eligible to receive them in the future.

13C. Four-hour employees shall have one fifteen-minute fatigue break per day. Employees who work seven hours or more shall have two fifteen-minute fatigue relief breaks per day.

13D. Employee's starting time will not be changed during the regular school year unless the change in starting time is for at least a month's duration. If the change in starting time results in a change in shift, the provisions of Article 4C 4 shall apply unless such changes in shift are normal for the job involved. Notwithstanding the above, an employee's initial starting time may be changed for less than a month's duration if the affected employee

agrees, and employees may be moved to other shifts as established by past practice, i.e., movement of afternoon custodial employees to the day shift during a holiday period. Other changes in employees' starting times that are of less than a month's duration must be agreed upon by the Union.

## **ARTICLE 14 - OVERTIME**

14A.

1. Overtime for the purposes of this paragraph shall be defined as all hours over forty (40) hours in any one week and all hours over eight (8) in one day for full-time employees assigned to work eight (8) hours in one day or all hours over ten (10) in one day for full-time employees assigned to work a four-day work week.

For employees working summer work assignments under Article 6A, overtime shall be defined as all hours over eight (8) in one day for full-time employees assigned to work eight (8) hours in one day or all hours over ten (10) in one day for employees assigned to work ten (10) in one day. Four-day summer work assignments shall be for a minimum duration of one (1) week.

Time and one-half shall be paid for all overtime hours as defined in this section.

2. Employer shall determine when overtime is necessary. If no person(s) voluntarily agree to the overtime, the least senior employee(s) in the building where overtime is mandated will be assigned the hours.
3. Overtime will be performed by the classification of employee regularly performing the work at each office/department/school where the overtime work is to be performed.
4. The Employer agrees to attempt to equalize overtime over the period of this Agreement among employees within each classification within the skilled classifications B and C, in the following order of priority and seniority:
  1. Skilled tradespersons within the craft in which overtime occurs.
  2. Apprentices within the craft in which overtime occurs.
  3. Skilled tradespersons within classifications B and C.
  4. Apprentices in remaining crafts.
  5. Laborers.

Laborers may only be used on an overtime basis when the skilled tradespersons within the classifications B and C and apprentices within the craft have first been offered overtime.

5. The Employer agrees to attempt to equalize overtime annually between September 1 and August 31, among employees of the same classification who are also in the same

building. Overtime hours shall be posted on the bulletin board.

An accurate, current report of the distribution of overtime shall be maintained in each building and shall be posted on the bulletin board and/or be readily accessible. Current, in this context, shall mean updating on at least a biweekly basis.

6. The attempt to equalize overtime shall be over a four-month period. A report of overtime charged during the four-month period will be made available to the Union with the end of the four-month period coinciding with the end of the biweekly payroll period nearest to December 31, April 30 and August 31. The Employer may designate people in the bargaining unit to keep a list of overtime hours in every building and/or department. Planned overtime will be offered to the employee with the least number of overtime hours except where that overtime requirement is an extension of an assignment begun during an employee's regular shift.
  7. For the purpose of this clause, any employee who was offered an opportunity to work overtime and did not choose to work overtime will be charged with the number of overtime hours of the employee who worked during that time. The employee who worked will also be charged. Any employee who has agreed to work overtime and does not do so will be charged twice the number of overtime hours of the employee who worked during that time except in cases of documented emergency or personal illness.
  8. Any employee who has changed classification will be charged with the highest number of overtime hours that anyone else has accumulated for the contract period in said new classification in the same building on the day the change in classification becomes effective.
- 14B. For employees whose work does not normally involve work on Saturday or Sunday (persons doing building checks on Saturday and Sunday will be included in this overtime premium), the applicable overtime shall be time and one-half for work on Saturdays for those who have been paid for 40 hours that week, double time for work on Sundays or holidays set forth in Article 15 of this Agreement, plus holiday pay pursuant to Article 15, if applicable.
- 14C. There shall be no pyramiding of overtime. Any hours paid at overtime rate for any of the above reasons shall not be counted to compute overtime for any other reasons.
- 14D. It is agreed that priority in any food service extra hours or overtime will be given to the lowest food service classification in the building qualified to do the task and to members of that classification in rank order of seniority, with due regard for all reasonable efforts to balance such hours among the members of the classification in the building.
- 14.E. The policy for calling grounds employees for overtime shall be:
1. The Board is under no obligation to offer an employee overtime when the employee is on

a scheduled vacation day until the employee returns to work on his next regularly scheduled work day.

2. The Board may offer planned overtime to an employee before vacation begins or after it ends (i.e., Saturday, Sunday prior to Monday-Friday vacation or Saturday, Sunday following vacation) provided the employee can be contacted.
3. Refusal of overtime offered on days preceding or following vacation days will be counted against the employee on equalization of overtime.

Further need will be served by the same approach to the next succeeding higher classification(s).

- 14F. All extra and overtime hours for regular part-time employees, within a classification, shall be combined and recorded on one list for purposes of determining eligibility and equalization for future extra or overtime hours assignments. It is understood that all provisions of Article 14 relative to overtime will be applied to equalization of extra/overtime hours. Extra hours are hours worked over regular hours, but less than eight (8) hours.

#### **ARTICLE 15 - HOLIDAYS**

- 15A. Employees will be paid one day's pay at their regular straight time hourly rate, exclusive of shift premium and overtime pay and premium, for the days mentioned in paragraph "B" hereof, provided:

1. Except for employees on other than Monday-Friday schedules, the employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday;
2. The employee must have worked the last scheduled working day prior to and the next scheduled working day after such holiday, except if the employee is on sick leave, or vacation (not including personal business day or days). The Human Resources Department may inquire into any instance of absence on the day before or the day after a holiday and require an explanatory statement, but no medical documentation at employee expense will be required unless a pattern of such absence is evident from the employee's work record.
3. Notwithstanding the above, any employee who has worked his or her last scheduled day prior to the Labor Day holiday and the Tuesday after Labor Day shall be eligible for Labor Day pay. The

Administration will not schedule an employee to begin work on Wednesday in order to avoid the Labor Day holiday pay.

There shall be fourteen (14) paid holidays through the end of this contract.

The Friday after Thanksgiving shall be a day compensated for at regular straight-time hourly rate, exclusive of shift premium and overtime pay and premium if the employee meets the eligibility or holiday requirements set forth in paragraph A hereof with no requirement to report to work, but shall not be considered a holiday for the purpose of this Agreement. The employer shall determine who shall be requested to work on this day.

Holidays will be established upon agreement of calendar for that school year.

### **ARTICLE 16 - VACATIONS**

16A. Paid vacation at regular pay will be earned by employees in the bargaining unit only as follows:

10-month employees:	Less than 9 years service	- 10 days per year
	9 years but less than 15	- 14 days per year
	15 years and above	- 16 days per year
11-month employees:	Less than 9 years service	- 11 days per year
	9 years but less than 15	- 15 days per year
	15 years and above	- 19 days per year
12-month employees:	Less than 9 years service	- 13 days per year
	9 years but less than 15	- 17 days per year
	15 years and above	- 20 days per year

The number of days for which an employee is eligible will be based on the years of service as of the end of that year (June 30).

Bargaining unit employees regularly working less than a forty-hour week will earn vacation on a prorated basis of schedule above, for example, an employee working a thirty-hour week will earn only three-quarters ( $\frac{3}{4}$ ) of the scheduled earned vacation days. For the purpose of calculating vacation, eight (8) hours will be considered an earned vacation day for all full-time employees.

16B. Vacation days may not be taken in advance of earned, except as specifically provided for in this Agreement, or with the approval of the Employer. On July 1 of each year, each 12-month employee will be credited with those vacation days earned the previous fiscal year, but not already taken. For ten (10) and eleven (11) month employees, vacation days will be taken within the fiscal year earned (July 1 to June 30); however, if an employee fails to complete the fiscal year it is expected that any vacation days taken, and not earned, will be refunded to the school district.

16C. No vacation days can be carried forward more than the fiscal year following the fiscal year in which they were earned. Remaining days will be forfeited.

Vacation days earned and not used in the year prior to termination will be compensated for at the termination of employment.

16D. Ten (10) and eleven (11) calendar month employees will take vacation days as provided in the school calendar. Ten (10) and eleven (11) month employees who experience more time off than vacation time earned will not be paid for the excess days. Ten (10) and eleven (11) calendar month employees who earn more vacation time than the school calendar provides in a given year will take their days off on the extra day at Memorial Day and the extra midwinter break day, not provided in Article 16B, if such days remain scheduled by the District.

16E. Regarding vacation for ten month custodial A and B employees, and food service staff, the following shall apply:

1. They will take such vacation days as are available during the Winter and Spring recesses.
2. Food Service employees will take vacation days whenever a school(s) is closed or a cafeteria is not serving on that particular day except in cases of days covered by Articles 16A, 16B, 16C, and Article 19C.
3. They will be paid for any unused days remaining at the end of the year. In all cases these vacation days earned, taken, and paid apply to the same fiscal year. In the case of these employees, no vacation time is to be carried forward into the next fiscal year.

16F. Annually on or prior to June 1, all employees shall communicate their desires to their immediate supervisor as to their vacation preference for the period July 1, of the current year, to June 30, of the following year. Employees with the highest major classification seniority will be given preference in vacation schedules, providing the resulting vacation schedule is not detrimental to the operation of the department in question.

The Employer, prior to June 15, will post the vacation schedule. All vacation requests made after June 1, will be considered without benefit of seniority for then available periods.

16G. If a scheduled vacation, after being approved by the Employer, is canceled by the Employer, or if an emergency occurs as defined under Article 19C 1 or 2 the employee so affected shall be given an opportunity to select any other time mutually agreeable to the Employer and employee, or shall be allowed to carry over the days involved.

16H. In the case of employees transferring, or changing between ten, eleven, or twelve month assignments, the vacation days earned and taken, shall not exceed a proration of totals as given in Article 16A for the categories applicable.

#### **ARTICLE 17 - INTER-SCHOOL MAIL**

A. The Union shall have the right to use school mailboxes and the inter-school mail service and district e-mail for the purpose of communicating with unit members and distributing organizational material, provided that all such material is clearly identified and the organization accepts all responsibility for such material.

B. Individual unit members will not be prohibited from use of the school mail service including, but not limited to, school mailboxes, inter-school mail service, and district e-mail services per district policy and guidelines.

#### **ARTICLE 18 - BULLETIN BOARDS**

Employer agrees to allow the Union to use a bulletin board in each building within the school system for posting notices, including, but not limited to:

1. Notice of recreational or social events;
2. Notice of elections;
3. Notices of results of elections;
4. Notices of meetings;
5. Notices of posting of jobs;
6. Other organizational material.

The Union accepts all responsibility for such material.

#### **ARTICLE 19 - ABSENCE FOR ILLNESS, PERSONAL BUSINESS, EMERGENCIES OR CATASTROPHES**

19A. Employees shall be entitled to the following:



1. All employees shall earn one (1) sick leave days per month actually worked.
2. All unused sick leave days shall be allowed to accrue from year to year.
3. After one-hundred eighty (180) consecutive calendar days, the employee must apply for long-term disability from the first day.
4. All employees with available time in their sick bank, shall be allowed to be off on a scheduled work day and receive 100% of pay for any of the following reason listed below:
  - a. Personal illness or incapacitation that renders the employee unable to perform their normal work duties.
  - b. Quarantine of employee or employee's living quarters.
  - c. Religious Observance as may be required by their religion for holy observance and abstention from work.
  - d. Preparation and attendance in a funeral due to a death in immediate family. (The immediate family shall be construed to include: husband, wife, children, father, mother, brother, sister, grandparents, aunt, uncle, and close relatives in-law or close associates). The employer may request verification for any funeral leave greater than one (1) day.
  - e. Required court appearance, or required appearance before any other public agency having subpoena powers. These days shall not be deducted from the accumulated sick leave days if the union member is requested by an agency of the court or subpoenaed to appear on behalf of the District.
  - f. Medical tests and appointments that cannot possibly be scheduled during non-work hours. Employer has the right to request documentation to substantiate the need for the absence.
  - g. To provide care for an ill member of the immediately family when no other arrangements are possible.
5. After three (3) or more consecutive days of illness or family care, or in the sole judgement of the Employer, a pattern of continuous absence because of illness occurs, medical certification may be required before the employee may return to work and before the employee can qualify for sick leave.
6. To provide care for an ill member of the immediate family when no other arrangements are possible, not to exceed ten (10) days per incident or ten (10) days in toto per year

starting from the date of this Agreement. An additional fifteen (15) days of sick time, not to exceed twenty-five (25) days total in any one year, can be used for reasons designated in the Family and Medical Leave Act. Documentation must be provided to Human Resources according to FMLA provisions.

7. The Human Resources Department may approve an employee who has run out of sick leave and who is temporarily separated from work a temporary medical absence for a period not to exceed two (2) months during which time the district shall continue payment of hospital/surgical/medical benefits if the union member is qualified for those benefits as well as life insurance benefits. While off on this temporary leave, the employee is responsible for paying his/her portion of hospital/surgical/medical benefits out of pocket. An employee who returns to work cannot exercise this option again during the same school year. This temporary approved health leave runs concurrently with FMLA.
  8. Upon severance of employment, an employee credited with sick leave allowance in advance of service, shall reimburse the Employer for all sick leave days used but not yet earned.
  9. When an employee is injured on the job requiring medical assessment(s)/appointment(s), the initial evaluation/treatment will not be deducted from the employee's sick leave accumulation. If subsequent appointments cannot be scheduled after work hours, no deductions from the employee's sick leave will occur. Employer reserves the right to verify such appointments cannot be made outside of work hours.
  10. The Administration and the DFSE will continue to meet to discuss attendance and the possibility of an attendance incentive.
- 19B. All 10 and 11 month employees hired on or after July 1, 2018 will be entitled to two (2) days off per year with pay for personal business. All 12 month employees and all 10 and 11 month employees hire prior to July 1, 2018 will be entitled to three (3) days off per year with pay for personal business. These days are provided for the employee to take care of important personal matters that cannot be taken care of outside of the regular school day. Use of personal business time requires that whenever possible, the employee will inform their supervisor at least twenty-four (24) hours in advance. Requests for personal business shall be in units of two (2) hours or multiples thereof. Request for personal business in increments less than two (2) hours may be taken in units of half-hour (1/2) or multiples thereof provided the employee received approval from their supervisor as soon as possible. Personal Business days not used prior to the end of the school or fiscal year, whichever is relevant, shall be added to the employee's accumulated sick leave days.

For ten (10) and eleven (11) month employees, a personal business day is not to be the first or last day of a school semester or the day preceding or following a holiday or a vacation day which falls on Monday through Friday while school is in session unless approved by the Director of Human Resources.

Any unused personal business days shall be added to the employee's accumulated sick days.

19C. Catastrophes

1. Absence due to a general catastrophe (such as a severe snowstorm) which makes it impossible for the employee to report shall be paid for by the Employer. There will be no deduction from sick leave days, personal business days or vacation days. Existence of a catastrophe will be determined by the Superintendent.
2. Any employee required to work, and doing so during a period of such general catastrophe, will be paid for the hours of such work at a time and one-half rate above and beyond the provisions immediately above.

19D. New hires will begin to accumulate sick leave days on the first day of the month following successful completion of their three (3) month anniversary date.

19E. Consistent with the provisions of Article 19H, an employee who has exhausted his use of sick days will not be allowed to take a day(s) off without pay unless the employee 1) receives approval from the Human Resources Department at least one (1) hour prior to the start of the shift and 2) documents that the reason for being absent is due to a legitimate medical reason or other good and valid reasons.

19F. A regular part-time employee whose weekly wage is based on less than an eight-hour (8) day or less than a forty-hour (40) week will be allowed sick leave benefits for personal illness and emergencies as designated above on a proportionate basis.

19G. Family Medical Leave Act

The Board and the Union will comply with all provisions of the Family and Medical leave Act.

19H. Unpaid Absence

An employee who is ineligible for paid leave due to an exhausted sick leave bank or circumstances that do not qualify for paid time off, and who does not qualify for a temporary medical absence under Article 19A. 5 above, may be granted a short term unpaid leave of absence. Approval for the unpaid leave is at the sole discretion of the Superintendent or his/her designee and shall not be subject to the grievance procedure.

19I

1. On or before December 15<sup>th</sup> of each year, each employee shall have the option to donate one (1) sick leave day to an emergency sick leave bank which will be

administered by a joint committee of three (3) DFSE members and three (3) members of the Administration who shall have the discretion to grant a participating employee who has utilized all of his or her sick leave up to a maximum of an additional twenty (20) sick leave days with pay which shall be deducted from the bank. The committee may add additional days to be granted on a case by case basis, however, in no event should the maximum number of days exceed thirty (30) in total.

2. Any eligible employee who fails to donate one (1) sick leave day shall not be allowed to participate in the fund.
3. The decision of the committee shall be final and shall not be subject to the grievance procedure.

## **ARTICLE 20 - LEAVES**

A leave is an absence which must be approved by the Board of Education and which is without pay (except in case of up to fourteen (14) day temporary military leave), granted to employees with provisions for certain rights and responsibilities before, during, and following, such absence.

Upon return from leave of one year or less, an employee may use classification seniority to bump the junior person within his/her classification on his/her former shift or, if this is impossible, the junior person in the same classification on any other shift, or in any previously held lower classification if his/her seniority in that classification warrants. Any employee so bumped may exercise seniority in the appropriate provision(s) of Article 4C.

Upon return from leave in excess of one (1) year, an employee will be able to use his/her seniority to apply for any vacancy for which he/she is qualified under the priorities of Article 4D 2g.

The above notwithstanding, return from military leave will be as provided for by law.

Only personal leaves, civic leaves or affiliated organizational leaves will be granted. Personal Leaves are as follows:

1. Extended Health
2. Care of Immediate Family
3. Child Care
4. Educational
5. Involuntary
6. Temporary Child Care

## 7. General Purpose Leave

Civic Leaves are as follows:

1. Military and Peace Corps
2. Governmental Service

A leave may be terminated before the normal expiration date by mutual agreement between the employee and the Employer.

Except as specifically provided, no payment of any kind will be made to or for any employee on a leave covered by this provision nor will any benefits of any kind accrue to any employee on a leave covered by this provision.

### General Provisions for Personal Leaves

1. Personal leave requests will be honored only after the employee has two (2) consecutive years of service with Employer.
2. Leave extensions will be granted only upon recommendation of the Superintendent and approval of the Board of Education.
3. Failure to request extension or submit intention to return will constitute termination of leave. Failure to secure extension of leave or to return to employment will constitute cause for termination of employment, unless employee establishes that it was impossible to contact the Department of Human Resources.
4. Payment for accumulated sick leave days may not be granted during the term of such leave.
5. An employee absent on personal leave shall receive credit for any regularly scheduled salary increases granted employees in service, excluding increments, and shall also be subject to any general salary adjustments which may be effected.
6. The term "physician" when used in this article shall mean doctors of medicine (M.D.'s), doctors of osteopathy (D.O.'s) and doctors of dental surgery (D.D.S.').

### 20A. Personal Leaves

#### Extended Health Leave Due to Physical or Mental Causes

1. Extended Health Leave due to physical or mental causes after sick leave days are exhausted may be granted to employees upon request and the recommendation of the Superintendent and the approval of the Board of Education. Such request shall be in writing and shall be accompanied by a written statement by the attending

physician. Such leave may be granted for periods of one year (1) or less. Such leave may be considered for renewal upon the same basis as for the original leave, including a new written statement by the attending physician.

2. Request for extension of leave of absence of this type or notice of intention to return must be made in writing at least thirty (30) days prior to termination of leave.
3. A request for return from this type of leave shall be accompanied by a statement from a competent physician stating the employee's physical or mental fitness to return to employment. The Superintendent may request, in writing, that an employee, before return, take a physical or mental examination by a physician selected by the Employer at the Employer's expense. The results of this examination will be used to determine eligibility to return.

#### Care of Ill Members of the Immediate Family Leave

1. Leave may be granted to employees to care for ill members of the immediate family. Extended leave for this reason may be granted upon the request of the employee, the recommendation of the Superintendent and the approval of the Board of Education. Sufficient proof must be submitted to the Superintendent that leave or extended leave is necessary before request will be granted. This type of leave may be granted for periods of one year (1) or less.
2. The immediate family shall be construed to include: husband, wife, children, father, mother, brother, sister, grandparents, aunt, uncle and close relatives-in-law or close associate.
3. Request for extension of leave of absence of this type or notice of intention to return must be made in writing at least thirty (30) days prior to termination of leave.

#### Child Care Leave

1. An employee who gives birth to a child, adopts a child, assumes the legal responsibility of a child, or acquires a child by marriage is eligible for Child Care Leave, subject to the General Provisions for Personal Leaves cited above.
2. Request for Child Care Leave shall be submitted in writing to the Department of Human Resources at least thirty (30) days prior to the date leave is to begin, unless circumstances clearly preclude opportunity for such notice.
3. Child Care Leave, when granted, shall initially be for whatever portion remains of the work year in which leave begins, or for the entirety of the work year with which leave begins. Such initial leave shall be subject to not more than two (2) annual one-year renewals.

4. Request for renewal must be made to the Human Resources Department in writing at least ninety (90) days before the end of the year with which leave will expire.
5. Return from Child Care Leave, other provisions of this contract notwithstanding, will be not later than two (2) years from the end of the work year in which or with which leave began, subject to the General Provisions for Personal Leaves cited above. Failure to request renewal, and/or failure to notify the Human Resources Department in writing of intent to return, at least ninety (90) days prior to the end of the final semester of leave, in response to notification by the Human Resources Department, will constitute termination of employment.
6. An employee who has requested a leave subject to these provisions may, upon thirty (30) days' notice to the Human Resources Department, request return from such leave.

#### Educational Leave

Any employee with three (3) years or more of successful service with the Employer may, upon recommendation of the Superintendent and approval of the Board of Education, be granted leave, without pay, for Educational study for a period not to exceed one year. Such leave, if granted, shall be solely for the purpose of undertaking formal and patterned studies at any institution licensed or accredited in its field, on a program demonstrably related either to the employee's current assignment or to a career progression currently available in the Dearborn Public Schools. Any extension of time may be approved only by action of the Board of Education upon the recommendation of the Superintendent.

Educational leave shall be subject to not more than two (2) annual one-year renewals. Application for such leave must be made at least sixty (60) days before the prospective start of such leave.

#### Involuntary Leave

An employee may be required to take Involuntary Leave when it has become apparent to the Superintendent that the individual is no longer able physically and/or mentally to discharge the duties of any position in a competent manner.

1. In such instances, the Superintendent may require that any employee take a physical or mental examination at Board of Education expense. The Union will be notified of such a requirement.
2. When such an examination is required, the Employer shall, at its expense, refer the employee to Henry Ford or the University of Michigan Hospitals or to any other reputable resource mutually agreeable to the Employer and employee, for an examination and determination as to whether or not the employee is physically or mentally able to discharge fully the duties of his/her position in a competent manner.

3. The requirement of an examination may be made by the Superintendent as often as deemed essential to the physical or mental welfare of the individual employee involved.
4. The employee requesting return from Involuntary Leave may return only upon the recommendation of the Superintendent following a re-examination according to the procedures outlined in Item 1, and by approval of the Board of Education.

#### Temporary Child Care Leave

1. An employee who gives birth to a child, adopts a child, assumes the legal responsibility of a child, or acquires a child by marriage is eligible for Temporary Child Care Leave. This leave will begin on the first working day following certification by the employee's physician that the employee is physically able to return to work.
2. Request for Temporary Child Care Leave must be submitted in writing to Human Resources at least thirty (30) days prior to the date leave is to begin, unless circumstances clearly preclude opportunity for such notice.
3. A Temporary Child Care Leave shall not exceed sixty (60) calendar days.
4. A Temporary Child Care Leave shall be considered a leave of absence without pay and benefits.
5. An employee who has requested a leave subject to these provisions may upon thirty (30) days notice to Human Resources, request return from such leave and shall be entitled to return to work in the job previously held at the time the leave was granted.

#### General Purpose Leave

1. A General Purpose Leave may be granted to an employee upon request subject to the approval of the Superintendent and the Board of Education.
2. Request for a General Purpose Leave must be submitted in writing to the Department of Human Resources at least sixty (60) days prior to the date leave is to begin.
3. Request for return from a General Purpose Leave must be received at least thirty (30) days prior to termination of leave.
1. Other provisions of this contract notwithstanding, an employee on General Purpose Leave will only be able to use his/her seniority to apply for any vacancy for which



he/she is qualified under the priorities of Article 4D 2g.

2. General Purpose Leave shall be subject to not more than two (2) annual one-year renewals.

## 20B. Civic Leaves

### Military and Peace Corps Leaves

1. Any employee who may enlist or be conscripted into the Defense Forces of the United States for military service or training or into the Peace Corps, shall be reinstated as a regular employee with full credit including the annual increment(s).
2. When an employee must take temporary Military Leave (not to exceed fourteen (14) days per year), the Employer shall compensate the employee involved for the difference between the employee's regular pay, excluding any shift or overtime premium, and the military pay for the weekdays of military service.
3. Request for return from leave for other than temporary military leave must be made at least thirty (30) days prior to the effective date of return. An employee on temporary military leave shall be expected to return immediately upon the conclusion of said leave.
4. Military and Peace Corps Leaves shall not extend beyond the time of original enlistment or beyond the time necessary to discharge the employee's military or Peace Corps obligation. However, a request for extension of leave may be made subject to provision of Article 20B 3. above.
5. In the event of physical or mental disability incurred during a Military or Peace Corps Leave which does not permit satisfactory performance in the specific position the employee left, he/she shall be assigned to a position for which qualified or will be placed on Involuntary Leave.
6. Failure to request extension or submit intention to return will constitute termination of leave. Failure to secure extension of leave or to return to employment will constitute cause for termination of employment unless employee establishes that it was impossible to contact the Department of Human Resources.

### Governmental Service

1. Upon approval of the Board of Education an employee shall be allowed to serve the term of office to which elected, reelected, appointed, or reappointed at any level of government. The employee shall notify the Employer upon being selected for such office and in no case will the employee take leave unless at least fifteen (15) working days will have been provided to locate a replacement.

2. Notification of the employee's return from such leave shall be made in writing to the Human Resources Department no later than thirty (30) days prior to availability for re-employment.
3. Upon return, an employee on such leave will be advanced appropriate salary steps on the employee's anniversary dates during such absence, except that no more than a maximum of two (2) anniversary dates will be recognized.
4. Not more than one (1) percent of employees shall be on such leave at any one time.
5. Accumulated benefits are carried forward from the effective date of leave and are credited upon return to employment at the termination of the leave. Payment for accumulated leave days may not be granted during the term of leave.
6. Failure to request extension or submit intention to return will constitute termination of leave. Failure to secure extension of leave or to return to employment will constitute cause for termination of employment unless employee establishes that it was impossible to contact the Human Resources Department.

20C. Affiliated Organizational Leave

Employees who are elected or appointed to full-time positions with the affiliated organizations of Michigan Federation of Teachers or American Federation of Teachers may be granted leaves of absence for the purpose of accepting these positions. Employees granted such leaves of absence shall continue to accrue seniority for salary increments and all other purposes as though they were in regular service.

Upon return from leave of sixty (60) days or less, an employee will be entitled to return to their work location consistent with all of the provisions of the labor agreement. An employee on affiliated organization leave for sixty (60) days or less shall be entitled to continued benefits at his or her expense.

Upon return from leave of sixty-one (61) days to one year (1), an employee may use classification seniority to bump the junior person within his/her classification on his/her former shift or, if this is impossible, the junior person in the same classification on any other shift, or in any previously held lower classification if his/her seniority in that classification warrants. Any employee so bumped may exercise seniority in the appropriate provision(s) of Article 4C.

Upon his/her return from leave in excess of one (1) year, an employee will be able to use his/her seniority to apply for any vacancy for which he/she is qualified under the priorities of Article 4D 2g.

## **ARTICLE 21 - JURY DUTY**

- 21A. An employee who serves on jury duty will be paid the difference between the pay for jury duty and his/her regular straight hourly pay for any days not worked because of service on a jury. The Employer will also pay for any overtime or additional hours between 7:00 a.m. and 6:00 p.m. missed because of jury duty, and for such hours at other times if the jury is sequestered. An employee may be requested by Employer, but not required to attempt to have himself or herself excused from such duty. Such days shall not be deducted from accumulated sick leave days.
- 21B. An employee who is scheduled or required to appear in court as a witness for the school district shall suffer no loss in regular pay, nor shall overtime hours be charged against said employee in consequence of overtime opportunity available during the period of appearance.

Jury duty money, minus mileage and parking, must be turned in to the Accounting Department as soon as possible but no later than thirty (30) days, or your paycheck will be reduced for that day.

An employee required to appear during non-work hours shall be provided released time for the non-work hours of court appearance and reasonable travel time, provided validation of the hours of appearance is presented and provided the released time is taken within one (1) week following the appearance. Arrangements of the released time shall be arrived at by mutual agreement between the employee and his/her immediate supervisor.

## **ARTICLE 22 - EMPLOYEES' PERSONNEL FILES**

Any employee shall be allowed to inspect the entire individual personnel file accumulated during the employee's period of employment with the district. The employee must make an appointment with the Human Resources Department and a member of the Human Resources Department shall be present when the employee inspects said file. Confidential credentials and personal references normally sought at the time of employment are specifically exempted from review and will be removed from the file by the administrator of the Human Resources Department prior to said inspection except that where pre-employment information is a factor inhibiting promotional opportunity, the employee shall be given an opportunity to respond to it or to refute it. Each employee will be given a copy of any negative comment or report which is entered in his/her personnel file in the course of his/her employment with the Dearborn Public Schools. The employee may respond to the contents of such comment or report and such response will be attached to the original document in the personnel file.

Grievance files may be maintained separately.

Any information in writing of a critical or detrimental nature which is not a part of the employee's personnel file shall have no validity in any proceeding, either disciplinary or promotional, or in any assignment or transfer.

Access to the file of any member of the DFSE unit shall be available to the president of the DFSE, upon reasonable request and with written permission of the employee involved.

### **ARTICLE 23 - RELIEF EMPLOYEES**

- 23A. The Employer agrees to maintain a list of relief employees for the following:
- Relief full-time bus drivers
  - Relief grounds
  - Relief custodial B
  - Relief food service managers
  - Relief BOS

Relief employees will only be allowed two (2) refusals before being removed from the relief list.

If a new relief employee position is agreed upon by the Employer and the Union, the Employer agrees to maintain a relief list for that position.

- 23B. A list of relief custodial B employees drawn from the custodial A classification shall be compiled annually by the Employer. Custodial A employees within the particular school who are available and willing to work will be given first consideration according to seniority whenever a relief custodial B employee is needed. If the relief list is exhausted, the Employer may exercise its best judgment.
- 23C. When school cafeterias are closed for school conferences, accreditation, or other temporary reasons and other school cafeterias are operating, the cafeteria employees in such closed schools will be offered the opportunity to substitute before any non-regular employees are used. Employees shall be paid their regular rate of pay.
- 23D. Relief Bus Drivers shall be provided time for the purpose of meeting the requirement for Relief Bus Drivers of familiarization with the required number of bus routes.
- 23E. Supervisor shall prepare and post a list of location of critical equipment in the building and a description of daily pattern of operation which might be helpful to an employee relieving for the supervisor. Any relief employee for a building operations specialist shall, on the occasion of his/her first experience with a particular building in which he/she has not worked, be called in and paid for orientation purposes not to exceed one (1) hour.

## **ARTICLE 24 - WORKERS' DISABILITY COMPENSATION**

The policy pertaining to pay for employees injured while on duty for the Employer follows:

24A. That the Employer continue furnishing Workers' Disability Compensation:

Benefits to be paid upon injury according to State of Michigan regulations.

24B. Union members who receive workers' compensation payments may use their accrued sick time, in a one to three ratio (1:3), to supplement their workers compensation to afford them a full salary until their sick time is exhausted.

24C. Filling of vacancies that are created by employees who are absent for an extended period of time because of a job-incurred injury will be handled in the following manner.

1. If the injured employee's absence exceeds one-hundred eighty (180) working days or if the employee's physician certifies that the employee will be unable to return to work for at least one-hundred eighty (180) working days, the vacancy created will be filled through normal process.
2. With proper verification of fitness to return to work the employee may use classification seniority to bump:
  - a. The junior person within his/her classification on the same shift with the same number of hours and months or, if this is impossible,
  - b. The junior person within his/her classification with the same number of hours and months or if this is impossible,
  - c. The junior person within his/her classification or, if this is impossible,
  - d. Any previously held lower classification if his/her seniority in that classification warrants.
3. Any employee so bumped may exercise seniority as indicated in the appropriate provisions of Article 4C.

24D. The employee so injured while on duty for the Employer shall obtain and promptly furnish a written report of such injury to the Employer. The report must be signed by both the employee and the appropriate supervisor. A copy of the report is to be sent to the Director of Business Services, following which one copy will be furnished to the Union.

## **ARTICLE 25 - HEALTH BENEFITS**

### 25A. Introduction – DSEHP VEBA

1. The Board agrees to be covered by and to comply with the Agreement and Declaration of Trust establishing the Dearborn Schools Employee Health Program (“DSEHP”) effective March 31, 2014, and any amendments thereto; a copy of which has been furnished to the Board.
2. The Board will execute and continue to be bound by a Participation Agreement with the DSEHP. The Participation Agreement dated April 4, 2014 is in effect.
3. Commencing the first day this agreement is in effect the designated provider of unit employee hospital, medical, surgical, prescription drug, vision, dental and wellness program benefits will be the DSEHP. The DHSEP shall continue to be the provider unless notice to the contrary is provided to the Board by the DSEHP.
4. The Board will make contributions to DSEHP as required by this agreement.
5. The DSEHP has the sole responsibility and authority to determine benefit plans, carriers or service providers and to contract for the provision of such benefits as may be secured within the resources available. The DSEHP may, change, terminate, amend or modify benefit plans, carriers or service providers without prior approval of the Board or persons eligible for coverage.
6. The responsibility of the Employer with regard to employee benefits is limited to this Article.
7. The Board shall cooperate with and assist the DSEHP by providing such information as may be necessary and which may bear upon administration of the benefits including but not limited to:
  - a. reporting of employee status information such as hire, termination, layoff, change from Full to part time or the reverse;
  - b. distribution to employees of plan materials such as summaries, descriptions, enrollment and election forms;
  - c. referral of inquiries to the DSEHP’s administrator
8. Indemnification
  - a. The Union acknowledges that the Employer shall not be liable for a bargaining unit member’s medical bills or costs in the event the DSEHP’s designated carrier fails to cover those costs for any reason, including without limitation insolvency

or inadequate reserves, provided the Board has made all agreed upon contributions to the DSEHP as specified herein.

- b. The Union shall defend, indemnify and hold harmless the Board of Education from any claim or action initiated against the Board which alleges that Employee contributions have not been used in accordance with law. This provision does not apply to acts of negligence by the Board of Education or its employees.

## 25B. Board Contributions

1. Board contributions will be based upon the total number of Full Time Insurance Equivalent employees or fraction thereof as measured on the first day of the month prior to the month for which coverage is due and who are in the bargaining unit and are on active payroll or otherwise entitled to coverage under this or any other provision of the collective bargaining agreement.

Full Time Insurance Equivalent (FTIE) is defined:

- a. Regular Full Time employees with a work profile of eighty (80) hours are one (1) Full Time Insurance Equivalent.
- b. Part Time employees with a work profile of equal to or less than forty (40) hours and who are hired after November 27, 2006 are not eligible for insurance.
- c. Part Time employees with a work profile of more than forty (40) but less than eighty(80) hours and who are hired after November 27, 2006, are (Prorated) Full Time Insurance Equivalent. (Prorated) Full Time Insurance Equivalence is determined by dividing one-tenth of the employee's regular profile hours by eight (8) hours.

For Example: Employee Profile of 54 hours X .10 = 5.4

5.4 ÷ 8 is equal to .68 and is the (Prorated) Full Time Insurance Equivalent

- d. Part Time employees with a work profile of more than forty (40) but less than eighty (80) hours and who are hired on or before November 27, 2006, are one (1) Full Time Insurance Equivalent.
- e. Part Time employees hired before January 1, 1998, with prior eligibility for benefits are grandfathered at their current level.

2. The Monthly Contribution amount by the Board for the period July 1, 2018 through June 30, 2019, is \$958.57 per Full Time Insurance Equivalent employee or fractions thereof. The FTE is will increase in 2019-20, 2020-21, 2021-22,

2022-23 and 2023-24 by the percentage increase in the hard cap set yearly by the State of Michigan through PA 152, not to exceed 5% each year

Payment for new employees eligible for benefits will commence on the first day of the month following sixty (60) days of their hire date. When the employer approves a leave of absence that includes health care contributions, the Employer will continue to make contributions for the coverage to the Trust.

If the employee is approved for Long Term Disability (LTD), the employee coverage will continue for an additional three months. This option is available only at the beginning of the employees' leave or after the third month on Long Term Disability.

3. Binder Payment: The Board has deposited with the DSEHP a binder payment in the amount of \$466,454.56. This deposit shall be used to bind coverage. The binder payment will be applied to the last month's coverage or refunded to the Board upon termination.
4. The Board agrees to remit future Board contributions to the DSEHP's designated depository account not later than the 21st day of the month, or the next business day thereafter, prior to the month for which coverage is provided.
5. Monthly Contributions by the Board or Employees to the DSEHP shall be accompanied by a Remittance Report that will be transmitted electronically to the DSEHP.
6. The Remittance Report shall contain the name and the contribution amount for each bargaining unit member for whom contributions are made. The Board shall be responsible for the accuracy and completeness of the Remittance Report.
7. The parties recognize and acknowledge that the Board's regular and prompt payment of contributions to the DSEHP is essential to the maintenance and operation of the DSEHP, and that it would be extremely difficult if not impracticable to repair or remedy the actual expenses and damage to the DSEHP and to union members and others receiving benefits under the DSEHP as a result of the Board's failure to make such payments in full and within the time provided.
8. If the Board fails to make contributions (Board Contributions or Employee Contributions) in the required amounts within the time provided in this agreement, it shall pay, in addition to the contributions due, the following amount as liquidated damages to compensate the DSEHP for the reasonable cost of delinquency collection:
  - a. If paid after the due date but before a delinquency of six (6) business days, one percent (1%) of the amount of unpaid contributions owed;



- b. If paid six (6) or more business days after the due date, two percent (2%) of the amount of unpaid contributions owed. In addition, contributions not received on or before the due date shall bear interest at the rate of five percent (5%) per annum on the amount due, from the due date until paid.

#### 25C. Employee Contributions

1. The DSEHP may require employee contributions in such amount and for such purpose as the DSEHP determines.
2. Employees shall consent to payroll withholding through the electronic enrollment process for benefits.
  - a. The consent shall authorize the deduction by the Board from the employees pay of such amount and for such purpose as the authorization shall state.
  - b. The Board shall cause such deductions to be made and no administration charge or fee shall be imposed on the DSEHP for the administration of this clause.

Employees continue to be responsible for payment of their insurance premium share when on an insurance eligible leave.

3. Employee contributions will be made on a pretax basis through a section 125 cafeteria plan.
4. The amount of the employee contribution may be modified by the DSEHP with notice to the Board.
5. The Board agrees to remit future Employee Contributions obtained by payroll deductions to the DSEHP's designated depository account not later than seven business days after collection.

#### 25D. Board Rights and Responsibilities

1. The Board shall be provided both periodically and on reasonable request copies of data pertinent to the operation of the DSEHP to include (but not limited to) DSEHP documents, claims made and covered and other experience data. The Board will be provided copies of the DSEHP Trust Agreement, the Participation Agreement and any plan descriptions.
2. The Board shall from time to time execute such other documents and agreements as are consistent with this Article as may be necessary for the DSEHP to operate.

3. The Board may designate an employee of the Board of Education to act as liaison to the DSEHP. The liaison may attend meetings of the DSEHP which are open to the public and such closed meetings to which the liaison is invited. The liaison may be recognized to speak at, but may not vote at, meetings of the DSEHP. The attendance of the liaison at DSEHP meetings does not change the responsibility of the Board of Education from that defined in this Article.

#### 25E. Duration

Notwithstanding any contrary provision in the collective bargaining agreement, the obligations and rights set out in this Article shall remain in effect without interruption until June 30, 2019 unless changed by mutual agreement without regard to the expiration of other terms of this agreement.

#### 25F. Employee Assistance Plan

The Board will provide the DFSE with an Employee Assistance Plan.

### **ARTICLE 26 - LIFE INSURANCE**

- 26A. Employer will provide group life insurance in the face value of twenty-five thousand dollars (\$25,000) for regular eight (8) hour employees, and the face value of fifteen thousand dollars (\$15,000) for every other employee, except for cashiers who work less than three (3) hours per day, who will be provided with group life insurance in the face value of eleven thousand dollars (\$11,000). Said insurance will be pursuant to the policy presently provided such employees by Employer. The provisions of said group policy and the rules and regulations of the insurance carrier will govern as to the commencement and duration of benefits, provided employees shall be covered to the end of this Agreement, even though they are nine and one-half (9½), ten (10) or eleven (11) month employees.
- 26B. Employees on leave or long term disability as set forth in Article 20 may request to continue at their expense, the then current life insurance coverage at prevailing monthly group rates provided the premiums will be payable to the Business Office one month prior to the date the Business Office must submit payment of premium to the carrier. This option is available only at the beginning of the employees' leave or long term disability.
- 26C. Employees hired after November 1, 1980, who work four hours or less per day shall not be eligible for life insurance benefits.

### **ARTICLE 27 - LONG TERM DISABILITY INSURANCE**

- 27A. The Board of Education will provide, at no cost to employees, a long-term disability plan. Specifics of this plan will be as follows:

Sixty (60) percent of normal monthly earnings (to be defined as position on salary schedule plus longevity).

Waiting period: one-hundred eighty (180) consecutive calendar days.

Maximum annual covered salary: Fifty thousand dollars (\$55,000) (based on twelve (12) months).

Coverage for nervous and mental disabilities – two (2) years or institutionalized.

Full maternity coverage.

Board will pay premiums for medical coverage for a period not to exceed three (3) months for employees receiving long term disability benefits.

The amount received from the insurance company will be reduced by any primary remuneration received, or for which the employee is eligible during the benefit period from the Board, the Michigan Public Schools Employees Retirement System, the Federal Social Security Act (both primary and dependent), the Workers' Compensation Act, the Railroad Retirement Act, Veterans' benefits or other such pensions, or payment for sick days.

Monthly benefits will not be reduced by any statutory or cost-of-living increases in Social Security or MPSERS benefits.

The DFSE will be consulted regarding any change of carrier, details and implementation of this plan.

- 27B. Effective January 1, 1998, persons working twenty (20) hours or less per week shall not receive any long term disability benefits. Persons who were eligible for benefits prior to January 1, 1998, shall be grandparented.

## **ARTICLE 28 - MISCELLANEOUS**

- 28A. Employees in the following classifications shall continue to submit probationary reports to the principal or appropriate supervisor. Food Service Managers I and II will submit such reports for Food Service Assistants and Cooks.

Principal or immediate supervisor will review these reports and their decision on whether the employee on probation is satisfactory will be final and not subject to the grievance procedure.

Food Service Managers shall not sign probationary reports.

28B. The goals of the evaluation plan for employees are to improve and reinforce the skills, attitudes and abilities which enable an employee to be effective in achieving assigned job goals; to identify and remediate weaknesses which prevent an employee from achieving the goals of assigned duties. Employees will be evaluated yearly by a non-DFSE bargaining unit member and evaluations will be placed in the personnel file. Any employee who is receiving a ranking of 5 (performance is well below what is expected of a typical employee in their job classification) must be provided the opportunity to formally meet with the supervisor in February of that year in order to have the opportunity to improve the rank. A joint union-administration committee will be formed to further develop and determine the evaluation process and to educate employees about the purpose and use of evaluations.

28C. Motor Mechanic employees and Food Service employees will receive uniforms according to current practice.

Should extenuating circumstances prevail (excessively hot weather, faulty or inoperative ventilation equipment, third floor kitchens, etc.) additional uniforms may be arranged for at the discretion of the Food Service Manager.

28D. Regular employees, who are assigned to work four (4) or more hours, and who are required to have physical examinations as a condition of employment (other than chest x-rays), will have these examinations scheduled with the Employer's physician during regular working hours and at the Employer's expense.

28E. The Board will provide a voucher in the amount of eighty dollars (\$80) on every even year for the purpose of safety shoes for:

Laborers working with Skilled Trades

Custodial A's

Custodial B's

Relief Groundspersons

Relief Building Operations Specialist working as a BOS

Bus Drivers working as Truckers

The Board will provide a voucher in the amount of eighty dollars (\$80) every year for the purpose of safety shoes for:

Skilled Trades

Custodial C's

Groundspersons

Building Operations Specialists

Each employee must purchase appropriate footwear for his/her job from a vendor specified by the Board. Any employee who moves into a new position that requires the wearing of

protective shoes will be provided with the eighty dollars (\$80) voucher and must wear appropriate footwear effective with his/her starting date. Employees will be responsible for any cost above the eighty dollars (\$80). Employees required to wear protective footwear who fail to do so will be disciplined up to and including discharge.

- 28F. All members of the DFSE and their immediate family members (defined as including spouse and dependent children under age twenty-five (25), claimed on the employee's IRS Income Tax return or based on a divorce court judgment) shall be eligible for tuition grants for credit courses offered by Henry Ford College. These grants will not cover lab fees or any other fees. In order to be eligible the student taking the class must receive a grade of C or better. If a student fails the class or drops the class, the tuition costs must be reimbursed to the district before the student takes another class.
- 28G. All non-resident members of the DFSE who are interested in enrolling their children in the District should refer to Board Policy #5111.02
- 28H. In the event a diabetic/insulin dependent student requires the support of a member of the unit, and upon the recommendation of the school nurse, the unit member will be paid a stipend at \$10.00 per day per student where such duties are performed. Payment will be made as a supplemental inclusion on the unit member's regular bi-weekly pay.

## **ARTICLE 29 - WAGE RATE SCHEDULE**

The Wage Rate Schedule is set forth in Schedule B attached hereto and made a part thereof. Employees hired on or after March 1, but before September 1, for salary purposes only, will be treated as though their effective date of hire was September 1 of that next school year.

The District has the right to require that all wages be paid through direct deposit. Upon ratification of this agreement, direct deposit will be a requirement.

The 2018-19, 2019-20 and 2020-21 Wage Rate Schedule B, effective September 1, shall reflect a 2% base wage increase for each year.

In year 2018-19 adjustments to the salary schedule B shall be made to reflect changes to some steps in certain classifications. All staff shall have a minimum 2% increase. See schedule B for specifics.

For the years 2021-2022 and 2022-23 the salary will be tied to the foundation allowance.

Administration will have the ability to place no more than fifteen (15) staff with adequate experience in new positions anywhere on the salary schedule yearly as follows:

2018-19 - 10

2019-20 - 10

2020-21 - 15

2021-22 - 15

2022-23 - 15

Any increase in the MPSERS pension rate above 25.91% shall result in a decrease in the salary schedule of one-third of the percentage increase. For example – if the MPSERS rate increases to 26.91% a one-third percent (1/3%) decrease would result in the salary schedule. The MPSERS rate used to determine the salary adjustment shall be based on the MIP Graded with retiree health normal costs.

### **ARTICLE 30 - CONFORMITY TO LAW CLAUSE**

This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the Employer, the Union and employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

### **ARTICLE 31 - MATTERS CONTRARY TO AGREEMENT**

This Agreement shall supersede any rules, regulations, or present practices which shall be contrary to or inconsistent with its terms.

### **ARTICLE 32 - RELEASED TIME**

The District and the Union recognize the importance of a strong, stable relationship. Such relationship allows the parties to work together to provide what Dearborn Public School students need and deserve in a manner that is fair to employees. By working together respectfully and effectively, the parties can identify and address issues before they become problems, work on joint committees and work together in the community to advance the District. For these reasons the District agrees to provide the Union with release time.

32A. In order for the collective bargaining agreements to be negotiated in a thorough and timely manner, release time shall be granted to not more than five (5) Union negotiators for negotiation meetings with the Employer, conducted not more frequently than three (3) times a week from August 1, 2018 – August 31, 2018. For the same reason, from March 1, 2018 – July 31, 2018, release time shall be granted to not more than five (5) Union negotiators for negotiation meetings with the District conducted not more than one (1)

time a week.

32B. In order to resolve issues in a timely and thorough manner the following employees shall receive release time with pay in connection with investigation, hearings, and adjustments of grievances:

1. The grievant and/or one Union representative in the building shall continue to receive any pay he/she/they would otherwise be entitled to for time spent to resolve grievances pursuant to Step 1 of the grievance procedure.
2. All hearings under the grievance procedure shall commence at 4:00 p.m., unless the Employer decides to commence them earlier. Any employee, including the President of the Union, who is involved in any of these hearings shall continue to receive any pay otherwise entitled to.
3. Employees participating in Step 5 arbitration hearings under the grievance procedure will suffer loss of wages for any time they are absent from their regular duties unless called as a witness by the District or the Union. The Union is limited to having up to three (3) witnesses released with pay. Other witnesses will take time off to attend the arbitration.

32C. In order for the District and the Union to work together in manners previously stated, the President of the Union shall be granted full release time from their regular work assignment to administer the collective bargaining agreement and represent the members of the bargaining unit.

1. While on release time, the President shall be considered a full-time employee of the district and shall enjoy all the rights, benefits and entitlement associated with such status pursuant to the collective bargaining agreement, Board policy, and any employee benefit plan(s).
2. The District shall serve as the fiscal agent for the payment of the President's salary and benefits; provided the Union reimburses the District for the total amount of any and all agreed upon sums paid to or on behalf of the President.
3. The Union shall notify the District annually of the amount of the President's salary.
4. The District shall continue to make contributions to any employee benefit plan(s) at the same rate as employees with the same seniority/classification as the President while the President is on release time.
5. No vacation time will be accrued or charged during the period of full-released time by the DFSE president. Such vacation time earned, but not yet used upon assuming full-released time status will be available for use immediately after return to regular employment. On July 1st immediately following his/her return to regular

employment, vacation time awarded for use in the following year will be:

- a. The pro rata share for the period from the July 1st preceding to the date of assumption of full-released time.
  - b. The pro rata share for the period of return to regular employment to the June 30th immediately following.
6. If the Union President's regular work assignment is as a part-time employee, no vacation time will be accrued or credited except, when a President returns to regular part-time employment after a term of office, vacation time (or paid days off) in an amount to equal all remaining paid days off the current school year will be available for their immediate use.
  7. During the term of this agreement the president of the DFSE may exercise a transfer or bid privilege in the event of an opening for purposes of determining the location to which he/she may return upon leaving office.
  8. The president of the DFSE, upon leaving office with reasonable notice, shall have the right to return to his/her immediately preceding work assignment, if such assignment is in existence at the time. If such assignment is not then in existence, the president shall be permitted to bump any person in his/her most recent classification provided he/she has the seniority to do so and the qualifications to do the work. Classification titles with equal rates of pay at Step 11 as listed on Schedule B shall be considered as the same classification for purposes of determining seniority. An employee thus bumped shall have the opportunity to exercise his/her seniority under Article 4C. The Superintendent shall have the right to delay movement until the beginning of a school year or beginning of second semester in order to maintain continuity.
- 32D. The Union President, or designated representative in the president's absence, shall have access to the Human Resources Department at reasonable times during working hours and, upon request, shall be given information in connection with the investigation of grievance.
- 32E. Union officers and representatives shall not conduct Union business involving employees on duty except as provided in these release time provisions and shall not otherwise interfere with the business of the Employer.
- 32F. In addition to release time provided in A and B above, the District shall credit DFSE with up to a maximum of 1400 hours of release time per year to be allocated by the Union during each school year.

### **ARTICLE 33 - DURATION OF CONTRACT**

This Agreement shall be effective upon ratification, and shall continue in full force and effect



until midnight on August 31, 2023. At any time subsequent to July 1, 2023, either party may give written notice to the other of its desire to negotiate a new agreement for the following year, and meetings between the parties for that purpose shall begin not later than twenty (20) days after delivery of such written notification; provided, however, that nothing in this paragraph or elsewhere in this Agreement shall be construed to require the Employer to commit an unfair labor practice or otherwise violate the law by any improper recognition of or support of or assistance to the Union.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the day and year first above written.

BOARD OF EDUCATION OF THE SCHOOL  
DISTRICT OF THE CITY OF DEARBORN

DEARBORN FEDERATION OF  
SCHOOL EMPLOYEES

\_\_\_\_\_  
Michael Meade, PhD, President

\_\_\_\_\_  
Alfredo Lerini, President

\_\_\_\_\_  
Glenn M. Maleyko, PhD., Superintendent

\_\_\_\_\_  
David Dobbie,  
AFT Michigan Representative

\_\_\_\_\_  
Richard Nims, Vice President

\_\_\_\_\_  
Deborah Malyn, Negotiating Team Member

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Matthew Osinski, Negotiating Team Member

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Cathy Lee, Negotiating Team Member