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LETTER OF AGREEMENT  
BETWEEN  
DEARBORN FEDERATION OF SCHOOL EMPLOYEES  
AND DEARBORN BOARD OF EDUCATION

**LABORER POSITION**

The Dearborn Board of Education (hereinafter referred to as the Board), and the Dearborn Federation of School Employees (hereinafter referred to as the DFSE), whereas the above mentioned parties agree as follows:

The purpose of this letter of agreement is to reinstate the laborer position as part of the DFSE Bargaining Unit to supplement the skilled trades as needed.

It is agreed that the district will create two Diesel Mechanic Laborer positions to assist the mechanics. It is also agreed that Article 12H of the 2018-23 DFSE Labor Agreement will be amended. The changes are listed in bold and the deletions are struckthrough.

12H. 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 Laborer position(s) will be filled at the discretion of the District.**

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

**Laborer positions will be bid out. Laborers will be selected based on their skills in the specific trades area.**

**Laborers will be placed on the existing Apprentice Salary Schedule in accordance with the DFSE 2018-23 Labor Agreement.**

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

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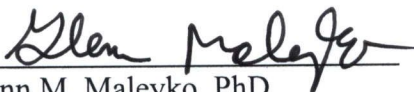
**reduction or a layoff of employees in any trade.**

**The District reserves the right to offer additional hours to Laborers or other transportation employees for performing routine maintenance on vehicles or in other areas related to the Transportation Department.**

This agreement is effective through June 30, 2023. The job description for Laborer is attached to this document.

For the Board of Education  
of the School District of the  
City of Dearborn Public Schools

For the Dearborn Federation of School  
School Employees

  
Glenn M. Maleyko, PhD.  
Dearborn Public Schools

  
Alfredo Lerini, President, DFSE

10-27-21  
Date

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**DEARBORN PUBLIC SCHOOLS  
PROFESSIONAL STAFF POSITION**

TITLE: Laborer

QUALIFICATIONS:

1. Basic knowledge of each of the following areas:
  - a. Electrical - Assist as needed under the supervision of an electrician.
  - b. Plumbing - Assist as needed under the supervision of a plumber.
  - c. Carpentry - Assist as needed under the supervision of a carpenter.
  - d. Painting - Assist as needed under the supervision of a painter.
  - e. Mechanic - Assist as needed under the supervision of a mechanic.
2. Should possess knowledge of general handyman techniques for miscellaneous repair work.
3. Should have a high mechanical aptitude.
4. Should have the ability to relate well with staff.
5. Should have the ability and willingness to work from scaffolding or under vehicle lifts.
6. Graduation from a standard high school or its equivalent.
7. And other duties as assigned.

PERFORMANCE

RESPONSIBILITIES: This position should be one of limited skills in the areas of painting, electrical, plumbing, carpentry and mechanical. Attempts to define specific item-by-item assignments of an individual in this classification would produce an endless list of insignificant details. Therefore, we shall attempt to define the duties of this classification in broad and general expectations.

Laborer (continued)

In general terms, each of the trade areas involved are described individually as follows:

1.           Electrical:  
To provide for assistance under the supervision of an electrician as directed. This includes; general electrical repairs of a minor nature including, but not limited to, switch and light fixture repairs and/or replacement, both interior and exterior, as the need arises.
  
2.           Plumbing:  
To provide for assistance under the supervision of a plumber as directed. This includes; general plumbing and minor repairs to sinks, faucets, bathroom fixtures and other plumbing, as need arises.
  
3.           Carpentry:  
To provide for assistance under the supervision of a carpenter as directed. This includes; cutting and installing shelving, making minor furniture repairs, refinishing, assembling and installing new furniture and equipment.
  
4.           Painting:  
To provide for assistance under the supervision of a painter as directed. This includes; preparing areas to be painted.
  
5.           Mechanic:  
To provide for assistance under the supervision of a mechanic as directed. This includes, but is not limited to, performing preventative maintenance on the district's fleet and equipment. Assisting with jump-starting vehicles and performing repairs to keep the fleet and equipment operational.
  
6.           And other duties as assigned.

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**ARTICLE #33 TRADES**

Trades Classifications include: Plumbers, Electricians, Locksmiths, Carpenter/Mason, and Mechanics.

**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 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 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 a split shift as defined above shall be accountable for work done during the time between shifts. Such an account shall be signed and submitted weekly to the employee's supervisor on a form supplied by the Employer.

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. Employees that are not in a trade classification and working as a relief employee for a specific trade classification, shall receive the minimum rate of the classification in which they are relieving or twenty-five cents (25c) per hour, whichever is higher.**
4. 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 designating 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.

**Journeyman that obtain or currently possess a Master's Certification in their trade will be paid an additional twenty-five cents (25c) per hour .**

12F. Specific (Leaders)

1. ~~Employees, 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.~~ **Relief Leader temporary assignments more than ten business days are eligible for retro-compensation of one dollar fifty cents (\$1.50) per hour over his/her regular hourly rate beginning on the first day of the assignment.**

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- ~~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' Leaders 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 All Trades' leaders 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. **KEEP in Miscellaneous article, but not in the Trades Article.**

#### 12G. Specific (Apprentices) - NOT TO BE INCLUDED IN LOA

1. Term of Apprenticeship 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 and be automatically amended to be comparable with the State law. Each skilled area will have no more than one apprentice assigned at any given time unless administration shows the need for additional positions. Exceptions may be made in writing by the Skilled Trades Apprenticeship Committee, including any consideration of a transfer request to a different apprenticeship program.
2. Related School Instruction: Each apprentice shall enroll and satisfactorily complete one-fourth (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 district approved educational institutions as recommended by the apprenticeship 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 Apprenticeship 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. Might need to be changed based on the revised compensation schedule.
5. **When an apprentice is hired for a specific skilled trade, no other apprentice shall be assigned to that trade prior to the first apprentice having completed his/her four (4)**

years apprenticeship, unless more than one apprentice is hired for that specific trade. (not new to the contract - changed the location of this paragraph).

### ARTICLE 13 - SHIFT PREMIUM AND HOURS

~~This article does not apply to TRADES, which is why it's struck through here.~~

~~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 **including any paid time off.** ~~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 **forty (40) hours in any one week.** ~~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 and throughout the Trades classification Article.



2. Employer shall determine when overtime is necessary. If no person(s) voluntarily agrees to the overtime, the least senior employee(s) in the **classification building** where overtime is mandated will be assigned the hours.

~~3. Overtime will be performed by the classification of employees regularly performing the work at each office/department/school where the overtime work is to be performed.~~  
**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. (Article 6B)**

4. The Employer agrees to attempt to equalize overtime over the period of this Agreement among employees within each skilled 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 **outside the craft in which overtime occurs. 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 classification B and C and apprentices within the craft have first been offered overtime.~~

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 **and Sundays** 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.~~

~~This is food service so will not go in Trades Article.~~

14.E. The policy for ~~grounds employees~~ for overtime **for trades classifications** shall be:

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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 the Trades Article 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.~~

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 forty (40) hours in any one week the provisions immediately above.~~

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Current 2020-21 CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
Skilled Trades											
Grounds	\$13.84	\$14.45	\$14.99	\$15.38	\$15.99	\$16.61	\$17.21	\$17.83	\$18.45	\$19.06	\$19.66
Apprentice	\$16.17	\$17.70	\$18.67	\$19.98	\$20.31	\$20.62	\$20.96	\$21.26	\$21.60	\$21.92	\$22.24
Skilled B *	\$22.46	\$22.98	\$23.51	\$24.01	\$24.54	\$25.06	\$25.86	\$26.70	\$27.55	\$28.17	\$29.37
Skilled C *	\$22.84	\$23.36	\$23.88	\$24.41	\$24.92	\$25.45	\$26.27	\$27.12	\$27.99	\$28.89	\$29.82
Proposed Wage Scale #2											
Skilled Trades											
Grounds	-	-	-	-	-	\$18.27	\$18.31	\$19.61	\$20.29	\$20.96	\$21.62
Apprentice	-	-	-	-	-	-	-	\$17.32	\$21.16	\$25.01	\$28.86
Carpenter / Mason	-	-	-	-	-	-	-	\$34.46	\$35.89	\$37.39	\$38.95
Diesel Mechanic	-	-	-	-	-	-	-	\$29.87	\$31.45	\$33.10	\$34.85
Electrician	-	-	-	-	-	-	-	\$42.70	\$44.48	\$46.33	\$48.27
Locksmith	-	-	-	-	-	-	-	\$29.37	\$30.22	\$31.48	\$32.80
Plumber	-	-	-	-	-	-	-	\$35.53	\$37.02	\$38.56	\$40.17

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ARTICLE #35 GROUNDS

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 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 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 a split shift as defined above shall be accountable for work done during the time between shifts. Such an account shall be signed and submitted weekly to the employee's supervisor on a form supplied by the Employer.~~

12F. Specific (Leaders)

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1. ~~Employees, 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. Relief Leader temporary assignments more than ten business days are eligible for retro-compensation of one dollar fifty cents (\$1.50) per hour over his/her regular hourly rate beginning on the first day of the assignment.~~
  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' Leaders 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 All Trades' leaders 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. **KEEP in Miscellaneous article, but not in the Trades Article.**

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

*This article does not apply to GROUNDS, which is why it's struck through here.*

- ~~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

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~~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 **including any paid time off.** ~~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 **forty (40) hours in any one week.** ~~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 and throughout Article 35.

2. Employer shall determine when overtime is necessary. If no person(s) voluntarily agrees to the overtime, the least senior employee(s) in the **classification building** where overtime is mandated will be assigned the hours.
3. ~~Overtime will be performed by the classification of employees regularly performing the work at each office/department/school where the overtime work is to be performed.~~  
**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. (Article 6B)**
4. ~~The Employer agrees to attempt to equalize overtime over the period of this Agreement among employees within each skilled 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 **outside the craft in which overtime occurs.** within classifications B and C.~~
  4. ~~Apprentices in remaining crafts.~~
  5. ~~Laborers.~~

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~~Laborers may only be used on an overtime basis when the skilled tradespersons within the classification 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 **and Sundays** 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.~~  
~~This is food service so will not go in Trades Article.~~

14.E. ~~The policy for grounds employees for overtime shall be:~~ **The overtime policy for grounds employees 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 the Grounds Article 35 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.~~

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 forty (40) hours in any one week the provisions immediately above.~~