

8-31-76

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

AGREEMENT

Between

DEARBORN HEIGHTS SCHOOL DISTRICT NO. 7

and

SERVICE EMPLOYEES INTERNATIONAL UNION
Local 79, AFL-CIO

Term: July 1, 1974
to August 31, 1976

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Dearborn Heights School District No. 7

Service Employees International Union
Local 79, AFL-CIO
2604 Fourth Street - Second Floor
Detroit, Michigan 48201

ARTICLE I
RECOGNITION

Section 1. (a) The Board and its agents hereby recognize the Service Employees' International Union, Local 79, AFL-CIO as the exclusive and sole bargaining representatives for all Custodial Maintenance Personnel and Maintenance Personnel but excluding Head Custodians and all other employees and supervisors.

(b) The term "custodian" when used hereinafter in the Agreement shall refer to all employees represented by the Union in the bargaining or negotiating unit as above defined, for the purpose of collective bargaining in accordance with Act 379 of Public Acts of 1965.

Section 2. The Board and its agents agree not to negotiate with any individual or group other than the bargaining officers of the Union for the duration of the Agreement. The Board and its agents recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment.

ARTICLE II
MANAGEMENT RIGHTS

Section 1. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Employer, except those which clearly and expressly relinquished herein by the Employer, shall continue to vest exclusively in and be exercised exclusively by the Employer without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this ~~agreement~~. Such rights shall include, by way of illustration and not by way of limitation the right to:

(a) ~~Manage~~ and control the District on behalf of the public, including the right to plan, direct, and control its operations, its working forces, and its affairs.

(b) Continue its rights and past practice of assignments and directions of work to all of its personnel, and hours of work and starting times and scheduling of all the foregoing, but not in the conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work assignments ~~at~~ business or school hours or days.

(c) The right to direct the working forces, including the right to hire, promote, suspend and discharge employees with just cause, transfer employees, assign work or extra duties to employees, (if above the employees classification such assignment will be temporary ~~and~~ of short duration), determine the size of

the work force and to lay-off employees so long as such action does not conflict with the Seniority and Lay-Off and Recall provisions of this Agreement.

(d) Determine the services, supplies and equipment necessary to continue its operations and to determine the methods and schedules.

(e) Adopt, put into effect and enforce reasonable rules and regulations.

(f) Determine the qualifications of employees, including physical conditions. If required by the Board, said physical conditions shall be determined by the appropriate medical officer at Oakwood Hospital in Dearborn.

(g) Determine the number and location or relocation of buildings, offices and facilities, the layout and the equipment.

(h) Determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria.

Section 2. The matters contained in this Article, except where specifically qualified elsewhere in this Agreement, are not subject to further negotiations between the parties during the term of this Agreement.

ARTICLE III REPRESENTATION

Section 1. The Union membership shall be represented by a bargaining committee of not more than six (6) members elected by the Union membership. In addition, there shall be one (1) representative from the AFL-CIO, Local 79. All elected members of the committee must be employees of the school district who have successfully completed their probationary period.

Section 2. The Union shall present to the Board a list of Stewards elected by the Union membership within ten (10) days after the election.

Section 3. The Bargaining Committee will be the official committee of the Union for the purpose of conducting contract negotiations.

Section 4. The elected Stewards will act for the Union in the settling of grievances, with the assistance of the Union President or Representative.

ARTICLE IV
SENIORITY

Section 1. (a) A single seniority list based on date of hire within the custodial organization will be maintained for the purpose of permanent lay-off during the normal school year (September to June), promotion and recall.

(b) Seniority will not be affected by race, sex, age, marital status or dependants of the employee.

Section 2. (a) Temporary adjustments in personnel not to exceed five (5) working days shall be made by the Board of Education..

(b) Extended reductions in personnel (more than five (5) working days) will be made as follows:

1. Probationary personnel will be the first employees laid off.
2. If further lay-offs are necessary, they will be made according to the seniority list mentioned in Section 1, item (a) of this Article.
3. Part-time custodians will be the first employees laid off during the summer recess when school is not in session.
4. Personnel will be notified at least twenty-four (24) hours prior to lay-off.
5. Employees who are laid off will be placed on a substitute list and will be the first called for purposes of substitution.

Section 3. (a) ~~New~~ employees hired in the unit shall be considered probationary employees for the first sixty (60) working days, at the end of which said employee will be advised as to employment or discharge. The employer will establish the wage and assignment of probationary employees during their probationary period. Upon satisfactory completion of the probationary period, the employee shall be entered on the seniority list. Probationary periods must be satisfied during the normally assigned work year.

Section 4. Loss of Seniority

An employee shall lose seniority for the following reasons:

- (a) Employee quits.
- (b) Employee is discharged for just cause.

- (c) Employee is absent for three (3) consecutive days without notifying the employer. After such absence, the employer will send written notification to the employee that he/she has lost seniority and that employment has been terminated.

Section 5. Recall

- (a) Employees will be recalled in reverse seniority order as defined in this Article, Section 1.
- (b) Notice of recall shall be sent to the employee by mail. If an employee fails to report for work within five (5) days of mailing of notice of recall he/she shall be considered a quit.

ARTICLE V
UNION SECURITY AND DUES DEDUCTION

The employer agrees to notify all new employees in classifications covered by this Agreement that the Union is the sole exclusive bargaining representative for their respective classifications.

Section 1. Employees covered by this Agreement shall be required as condition of continued employment to maintain their membership in the Union; or to pay service fees equal to the membership dues in accordance with the by-laws of the union for the duration of this Agreement and any extensions thereof.

Section 2. Employees hired, rehired, reinstated or transferred into this bargaining unit after the effective date of this Agreement shall be required as a condition of continued employment to become members of the union, or to pay a service fee equal to the membership dues on the ~~sixty-first~~ (61st) working day following the beginning of their employment in the unit. Non-union members will not be obligated to pay special assessments or initiation fees.

Section 3. (a) The Union will furnish the School District with deduction authorization cards signed in triplicate by the employee involved as or before each employee completes his probationary period. These cards will authorize the Board to make the necessary deductions each month on each employee following completion of his probationary period in accordance with the requirements of the National Labor Relations Act of 1947 and amendments thereto.

- (b) A form comparable to the authorization for dues checkoff, shall be available for signature by employees who elect to have their equivalent service fees deducted rather than membership dues.
- (c) Upon signed authorization of the employee, the employer agrees to make all authorized deductions on the first pay period of each month and shall pay same to the Secretary-Treasurer of the Service Employee's International Union, Local No. 79, AFL-CIO prior to the end of the month.
- (d) The Union will furnish the Employer with a check-off list in alphabetical order in duplicate each month, indicating thereon the amount due for each employee. The employer shall add to this list the names and addresses and social security numbers of any new employees within the bargaining unit whose names do not appear on the check-off list. One copy of this list shall be returned with the stipulated amount to the Union prior to the end of the month.

Section 4.

The Union agrees to indemnify and save the Board of Education, including each individual school board member, and the administration, harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action by the Board of Education for the purpose of complying with this Article.

Section 5.

The Union shall notify the employer and the employee by certified mail of any employee who is thirty (30) days in arrears in the payment of membership dues or service fees. In the event the employee fails to pay either membership dues or service fees pursuant to the employee's prior election, said employees shall be discharged by the employer within thirty (30) days of said notice.

ARTICLE VI

RESIGNATION AND RETIREMENT

Section 1.

Any employee wishing to discontinue his/her service with the Board of Education shall give written notice to the Superintendent of Schools at least fifteen (15) days before termination of service.

Section 2.

Custodians reaching the age of Sixty-five (65) on or before any fiscal year beginning July 1st shall be retired as of July 1st provided the custodian may be rehired on a year to year basis thereafter by special approval of the Board of Education.

Section 3.

If an employee leaves the district for any reason, he/she may or may not draw his/her retirement money as provided by the Michigan Public School Employees Retirement System.

Section 4.

Early retirement may be required by the Board of Education, if in its judgment, in conjunction with Management Rights, Article II, Section 1, part (f) an employee due to reasons of health can no longer meet his/her normal working obligations. There shall be a special conference with the Union prior to any compulsory early retirement action by the Board.

ARTICLE VII
GRIEVANCE PROCEDURE

Section 1. A grievance is an allegation of violation, mis-application or mis-interpretation of this contract.

Section 2. Grievance of custodians or of the union shall be presented and adjusted in the manner as defined below.

Section 3. If a grievance arises requiring action of authority higher than that in Step (A) it may be initiated at the appropriate step of the Agreement.

Section 4. It is expressly understood and agreed that at the building level no custodian or group of custodians shall initiate the grievance procedure until the alleged grievance is discussed informally with the principal or supervisor with or without representation of the Union.

Section 5. If the informal discussion as described in Section 4, is not concluded to the satisfaction of the custodian and the Union, the grievance procedure as outlined below shall be followed.

Section 6. Grievances must be taken up promptly and no grievance will be considered or discussed which is not presented in writing within thirty (30) days after such has happened unless circumstances make it impossible for the custodian or union to have knowledge of the act.

STEP A: The aggrieved custodian and Union Representative shall formally present in written form the grievance to his/her principal.

STEP B: Whenever a grievance cannot be resolved at Step A or if no decision has been rendered within five (5) school days after presentation of the grievance, the Union may carry the grievance in writing to the Superintendent of Schools, or his duly delegated representative. If the Union has not appealed the grievance to the Superintendent of Schools or his duly delegated representative within five (5) school days of the disposition of the grievance by the principal, the grievance will be considered resolved. After receipt of the grievance by the Superintendent of Schools or his duly designated representative a meeting will be called within five (5) working days with the grievant, the steward and the union business representative for the purpose of resolving the issue.

- STEP C: In the event the aggrieved custodian is not satisfied with the disposition of the grievance at Step B, or if no decision has been rendered within ten (10) school days from date of receipt of grievance by the Superintendent of Schools, the custodian may present a written appeal to the Board of Education through the Superintendent of Schools. If the Union has not appealed the grievance to the Board of Education within ten (10) school days of the disposition of the grievance by the Superintendent of Schools, the grievance will be considered resolved.
- STEP D: The Board of Education or a sub-committee of Board members appointed by them shall hear the appeal and rule on the grievance within twenty (20) school days of written notification and shall communicate its decision in writing together with supporting reasons to the Superintendent of Schools and the Union.
- STEP E: If the Union has not appealed the grievance to the Michigan Employment Relations Commission within ten (10) school days of the disposition of the grievance by the Board of Education the grievance will be considered resolved.
- STEP F: If no agreement is reached at Step E or if either party is dissatisfied, the grievance may be filed in the appropriate court as prescribed by law.
- STEP G: There shall be no interruptions of service or operations by the school board or by the Union or any employee while grievances are being resolved.

ARTICLE VIII
VACANCIES, PROMOTIONS AND TRANSFERS

- Section 1: The Board recognizes that it is desirable in making assignments to consider the interest and aspirations of all custodians. The Board agrees to post all classified vacancies or positions for a period of five (5) working days. Postings for temporary vacancies or positions shall be limited to a posting for the original opening and posting to fill the vacancy created by an employee transferring to this opening.
- Section 2. Vacancies will be filled on the basis of seniority and ability weighted equally.
- Section 3. If an employee holds a position in a non-bargaining unit more than the probationary period, the employee cannot accumulate seniority in the cleaning maintenance position but may retain the seniority held within the cleaning maintenance unit. Similarly if he requests a transfer to a previously held position on a voluntary basis

it will be honored if no employee is laid off. However, if he is transferred on an involuntary basis he maintains his right to bump into the previously held position.

ARTICLE IX
OVERTIME

- Section 1. Time and one-half ($1\frac{1}{2}$) will be paid for all hours worked in excess of eight (8) in any one day and for all hours worked in excess of forty (40) in any one week.
- Section 2. Overtime as defined in Section 1 will be assigned according to the overtime list in the respective buildings. Anyone refusing the overtime will be charged with the number of hours offered. All overtime hours or parts thereof must be charged regardless of how it is earned. Hours earned while on snow plowing assignments will not be charged.
- Section 3. Management reserves the right to assign additional work to employees working at less than eight (8) hours per day. These employees will be required to accept this additional time in instances of short duration at the regular straight time rate of pay when requested by management.
- Section 4. Substitute custodians shall be assigned to cover instances of absence for extended periods. An adequate list of substitutes shall be established and maintained by the business office.
- Section 5. Under ~~extreme~~ emergencies the head custodian may accept ~~overtime~~ for cleaning maintenance responsibilities.
- Section 6. ~~Management~~ will maintain and post an up-to-date overtime list to insure equal distribution in each individual building. It will be recorded on an annual basis commencing with September 1st and ending on August 31st.

ARTICLE X
NIGHT SHIFT PREMIUM

Employees shall receive an additional ten (10) cents per hour when working on the midnight shift.

ARTICLE XI
FULL TIME STAFF IMPLEMENTATION

Section 1. Effective August 30, 1976, all employees within this bargaining unit who through the seniority procedure qualify for an open available position will become full-time eight (8) hour per day employees. Those employees who do not accept a full time position or through the seniority process do not have a position available to them will be laid-off and will be placed on the district's substitute list.

Section 2. This Article does not in any way restrict nor limit normal attrition, staff reduction or consolidation of positions or assignments that the Board may require in its efficient management of the district prior to August 30, 1976.

Section 3. Any positions that are vacated through the above process shall be filled by the creation of eight (8) hour positions through the elimination of less than eight (8) hour positions. These positions will be offered on the basis of seniority. In the event these positions are not filled on a voluntary basis, the lowest seniority employee(s) shall be required to accept a full-time position or be laid-off.

ARTICLE XII
NEW CLASSIFICATIONS

New classifications that pertain to the custodians shall be discussed with the Union as to the rates of pay, hours, and other working conditions.

ARTICLE XIII
UNION MEETINGS

The Union shall have the right to use school facilities on the same basis as other community organizations or groups. The Union may request the use of buildings through proper channels set up by the Board of Education.

ARTICLE XIV
CHANGES IN CONTRACT

It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. It is recognized

that matters may, from time to time, arise of vital mutual concern. Therefore, it is necessary that the opportunity be provided for mutual discussions of such matters.

ARTICLE XV
INSURANCE PROTECTION

Section 1. The Board of Education will provide the Blue Cross MVF-II Master Medical Option IV, two dollar (\$2.00) deductible drug rider plan, or the M.E.S.S.A. Super Med II health insurance plan for the full time (52 weeks) custodians and their immediate family, for whichever plan they qualify. The above coverage shall apply to permanent part-time custodians, except that the Board of Education will pay fifty-percent (50%) of the basic health insurance coverage for which they qualify. Any insurance riders above the basic health insurance plan as stated above shall be fully paid for by the employee. The immediate family shall be defined by the insurance carrier.

Section 2. The Board of Education shall provide, without cost to the custodian, group life insurance protection which shall pay to the custodian's designated beneficiary the sum of ten thousand dollars (\$10,000.00) upon death. The insurance carrier shall be determined by the Board of Education.

Section 3. Insurance coverage or changes in insurance coverage as stated in Sections 1 and 2 above shall cover all present employees and all new employees as of the next premium due date after ratification or in the case of a new employee, the next premium due date after hiring.

ARTICLE XVI
NEGOTIATIONS AND GRIEVANCE MEETINGS

Section 1. An employee(s) will be required to make-up time that is lost during a negotiations team meeting with the administration. These meetings will be scheduled at a mutually agreed upon time and date.

Section 2. An employee(s) will be paid for and not be required to makeup time that is lost from their normal work day during a grievance meeting with the administration. All meetings will be scheduled at a mutually agreed upon time and date.

ARTICLE XVII
WORK YEAR

Section 1. All yearly pay for custodial employees shall begin on July 1st and Retroactive wage increase will be paid. All other newly negotiated benefits shall become effective as of the date of the signing of the contract, except for insurance coverage changes as per their company policy.

Section 2. Employees who are to be released from work assignments during the summer period will be notified approximately one (1) month prior to their last day of work. A two (2) week notice will be given prior to callback.

ARTICLE XVIII
HEALTH AND SAFETY

The school board shall continue to make reasonable and adequate provisions for the safety and health of its employees at their places of work during the hours of their employment. Employees agree to comply with all safety, health and fire regulations. A safety committee will be designated with representation from the Union to discuss safety problems when they arise.

ARTICLE XIX
JURY DUTY

If a custodial employee is called to jury duty, the employee shall submit the check for a photostatic copy and the difference between the gross amount of the check, excluding mileage allowance, and the employee's regular gross wage will be paid by the Board of Education. If a check stub is not available, the custodian shall submit a statement signed by the court official denoting the amount of money included for mileage expense.

ARTICLE XX
DEATH BENEFITS

In the event of the death of an employee, earned vacation pay and earned sick leave days as described in the "Sick Leave" portion of this contract shall be paid to a designated beneficiary or to the estate as prescribed by Probate Court.

ARTICLE XXI
SICK LEAVE

Section 1. Custodial employees when leaving the employment of the district for purposes of qualified retirement shall be eligible to receive 80% of his/her accumulated sick leave time not to exceed one hundred and twenty days. In cases other than retirement, the maximum payout will be 60% provided that all benefits under this plan be nullified in cases of discharge for just cause.

Section 2. Full-time custodians: All full-time cleaning maintenance custodians shall receive fifteen (15) days per year accumulative to one hundred twenty (120) days. Any leave days remaining which accumulate over a maximum one hundred (100) days will be made payable to the employee as soon after June 30 as possible, if he so elects. Payment will be made on the basis of \$13.00 per day not to exceed fifteen (15) days.

Section 3. Permanent part-time, 4 hour employees, earn sixty (60) hours per year, accumulative to 450 hours.

Permanent part-time, 5 hour employees, earn seventy-five (75) hours per year, accumulative to 450 hours.

Any accumulative leave time over a maximum 375 hours will be made payable to the part-time employee as soon after June 30 as possible, if he so elects. Payment will be made on the basis of \$6.50 dollars per day, with a day being defined as four (4) hours. This payment will not exceed fifteen (15) days.

Section 4. If an employee is absent more than five (5) consecutive working days he/she shall secure a certificate from an M.D., D.D., or Chiropractor that he/she is physically able to return to work. When it becomes necessary for an employee to miss work because of illness, notification shall be made to the principals office by 1:00 p.m. in order to qualify for sick leave pay, except in cases of emergency which can be proven by the employee. If the respective building principal's office cannot be reached notification will be given to the Board office switchboard.

ARTICLE XXII
PERSONAL BUSINESS DAYS

Three (3) personal business days are allowed each year ~~deductible~~ from the personal sick leave bank.

ARTICLE XXIII
DEATH IN THE FAMILY

Section 1. Custodial employees shall receive a maximum allowance of three (3) days not to be deducted from their sick leave, to attend the funeral of a member of their family. If additional days are required to attend the funeral they shall be deducted from the employees personal sick leave days. The day of the funeral should be the last day for which an employee shall receive payment under this section. Proof of death shall be submitted, if requested, in order to qualify under this Article.

Section 2. Family, for purposes of this Article shall be as follows:

Husband	Mother of employee or spouse
Wife	Father of employee or spouse
Natural Children	Sister of employee
Adopted Children	Brother of employee

ARTICLE XXIV
OUT OF CLASS PAY

A cleaning maintenance custodian assuming the higher classification of Head Custodian on a daily basis will receive the rate of pay commensurate with that classification during the school year. (September-June).

ARTICLE XXV
MISCELLANEOUS

Section 1. The sick leave bank shall be administered as indicated in Exhibit "A" attached.

Section 2. All custodial employees shall be entitled to participate in the tax deferred annuities available through the Board of Education.

Section 3. (a) Employees working more than five (5) hours per day are entitled to a fifteen (15) minute lunch break.

(b) A fifteen minute break will be available to employees working four (4) hours or more, and an additional fifteen (15) minute break will be available for those who work eight (8) hours.

ARTICLE XXVI
LEAVES OF ABSENCE

Section 1. General Statement: A leave of absence may be granted by the Superintendent of Schools to an employee having a minimum of one (1) year service, for a period of time not to exceed one (1) year, (subject to renewal for one (1) year by the Board of Education). Leaves of absence shall be without pay and accumulative fringe benefits.

Employees are required to notify the Superintendent at least sixty (60) days prior to requesting a leave of absence. This period of time will be eliminated in cases of an emergency. The employee also is required to notify the Superintendent at least sixty (60) days prior to the expiration of leave of absence concerning their future plans.

Section 2. Medical Leave - A leave of absence may be granted upon application for personal illness or illness in the immediate family.

Section 3. A leave of absence for military service shall be granted to an employee who shall be inducted or enlist for military duty in any branch of the Armed Forces of the United States. This section is effective for only one (1) term in the Armed Forces per individual.

Section 4. (a) A custodian who becomes pregnant must present to the Superintendent of schools by the beginning of the fifth (5th) month of pregnancy, a statement from her doctor stating the anticipated date of birth and certifying that she is physically sound and able to perform all the duties of her position. The custodian may be permitted to work providing a statement from the doctor certifying that she is physically sound and able to perform all the duties of her position is on file with the Superintendent of Schools at the beginning of each month thereafter.

(b) Leave of absence up to one (1) year may be granted for maternity reasons upon request to the Superintendent of Schools. A custodian who has been on maternity leave may return to work at the end of the stated leave of absence or sooner if certified as physically able by her physician.

Section 5. A regularly scheduled employee may be required to take an involuntary unpaid leave when it has become apparent to the Superintendent of Schools that the individual is no longer able either physically and/or mentally to discharge the duties of his/her position in a competent manner.

(a) Upon the recommendation of the Superintendent of Schools and approval of the Board, the Superintendent may require in writing that any employee take a physical or mental examination at the Board's expense. The results may be used for determining involuntary leave.

(b) The employee requesting return from involuntary leave may return only upon recommendation of the Superintendent of Schools, following a mental or physical re-examination at the Board expense and approval by the Board of Education.

(c) The examining physicians shall be selected jointly by the Board of Education and the Union.

ARTICLE XXVII
WORKMAN'S COMPENSATION

Section 1. Workman's Compensation insurance shall be supplied by the Board of Education for all custodial employees.

Section 2. An individual's sick leave days shall be used on a pro-rated basis amounting to the difference between workman's compensation payments and the employees regular wage. This shall occur during the employee's regular work year. The first five (5) days lost under Workman's Compensation injury will be deducted from the individual's personal sick leave days in cases where the employee does not satisfy the required seven (7) day period of eligibility with the insurance carrier.

Section 3. The Board will continue supplying fringe benefit coverage for an employee for a maximum of six (6) months from the effective injury date. Seniority will accumulate for a period of one (1) year from the above mentioned date.

ARTICLE XXVIII
VACATIONS

Section 1. The following vacation schedule shall be used for full-time fifty-two (52) week employees:

1 year	10 days	9 years	15 days
2 years	10 days	10 years	15 days
3 years	10 days	11 years	16 days
4 years	10 days	12 years	17 days
5 years	10 days	13 years	18 days
6 years	11 days	14 years	19 days
7 years	12 days	15 years & over	20 days
8 years	13 days		

Section 2. Vacations may be taken after June 30th of the year in which they are earned and shall be taken when school is out during the summer, Christmas or Easter-recess, or as otherwise approved by the employer.

ARTICLE XXIX
HOLIDAYS

Section 1. The following days shall be recognized and observed as paid holidays:

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

Section 2. If school is in session on any of the above days, a day in lieu of these days will be given. All regular employees scheduled to work during the pay period in which a holiday falls, will be paid for the above holidays when they occur during the normal work week. When one of the holidays fall on the employee's paid vacation period or on a Saturday or Sunday, the employee shall be granted a day off with pay in lieu of the paid holiday.

ARTICLE XXX
WAGES

Section 1. First year: 1974-75 (July 1, 1974-June 30, 1975)

~~Cleaning~~ Maintenance Custodian \$4.99 per hour

Section 2. Second year: 1975-76 (July 1, 1975 -August 31, 1976)

Cleaning Maintenance Custodian \$5.36 per hour

ARTICLE XXXI
DURATION OF AGREEMENT

Section 1. This agreement shall remain in effect as of July 1, 1974 and shall continue in effect until the 31st day of August 1976.

Signed this 10th day of March 1975.

For the Employer

For the Union

BOARD OF EDUCATION

UNION REPRESENTATIVES

[Signature]
Luena R. Barr

[Signature]
Thomas J. Mann 3/8/75
LeRoy Martin
Isabelle Cayley
Margaret Rivoir
Ann P. Alankas
Lila L. Brewell

EXHIBIT A

The Board of Education is always interested in providing the best working conditions possible for the employees' of this district. Therefore, there shall be established a sick leave bank for the custodial staff at Dearborn Heights School District No. 7. The purpose of the sick leave bank is to provide financial security for the custodial members of our staff. Each full time cleaning custodian shall contribute one (1) day per year of his personal sick leave to the bank. Permanent part-time custodians shall contribute their pro-rated share to the bank. The above are eligible to draw from the bank provided they are approved by the committee. The operation of this bank shall be as follows:

1. The custodian shall notify the principal of his building that he must be absent from school for an extended period of time due to personal illness.

2. The principal shall check on the number of sick leave days in the custodian's personal bank.

3. The principal shall notify the business manager concerning the extended illness of this custodian.

4. The principal shall notify the custodian about the procedure to apply for sick days from the custodial sick leave bank. The principal shall notify the custodian that a medical form must be filled out by the attending physician indicating the approximate length of the extended illness.

5. A committee composed of:

- a) The principal of the building concerned.
- b) The business manager
- c) Two (2) cleaning maintenance custodians.

This committee shall make a determination as to the eligibility of the person to ~~draw~~ from the sick leave bank.

6. ~~After~~ the determination is made the business manager shall notify in writing the custodian concerned as to his eligibility to draw from the sick leave bank. A copy of this notification shall go to the principal and payroll department.

7. When the application has been approved the custodian's salary shall be paid beginning with the end of his personal sick leave days.

8. It shall be the responsibility of the custodian concerned to secure a new application at least twenty (20) days before the expiration of the previous one, and have it filled out by the attending physician and returned to the office of the business manager for review for a possible extension.

OPERATING PROCEDURES FOR THE CENTRAL SICK LEAVE BANK

1. A custodial staff member may if his own personal sick leave is exhausted, draw from the custodial sick leave bank in cases of extended, continuous absence due to personal illness.

2. A permanent full-time custodian can draw on the custodial sick leave bank to cover the normal work year. He must be away from school seven (7) working days after his personal sick leave days have been used before requesting use of the central bank. If the application is approved, the custodian will be paid for the seven (7) working days preceding the application.

3. A permanent part-time custodian can draw on the custodial sick leave bank to cover the normal work year which shall be considered no more than two (2) weeks before school starts nor no longer than two (2) weeks after school is out. A waiting period of seven (7) working days is required for all part-time custodians before approval can be given to draw on the custodial sick leave bank. If the application is approved, the custodial will be paid for the seven (7) working days preceding the application. He shall be paid at the current wage rate of pay and for the number of hours that he is normally scheduled to work (20 or 25 hours).

4. The bank shall not exceed one hundred and twenty-five (125) days. However, when the bank is down to five (5) days or less the union may vote to withdraw from their personal sick leave days an annual maximum of two (2) days per employee, per year, for deposit into the central bank. Employees that have no remaining personal sick leave days to contribute will be charged the next July 1st.